TOOELE COUNTY CORPORATON
CONTRACT 11-07-01

State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

DEPARTMENT OF HUMAN SERVICES

PALMER DePAULIS
Executive Director

OFFICE OF FISCAL OPERATIONS
JENNIFER C. EVANS
Director

BUREAU OF CONTRACT MANAGEMENT
STEPHANIE M. CASTRO
Director

Revision Date: June 2010

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Log No. 25735

Contract No. _____

DHS PASS THROUGH CONTRACT WITH LOCAL AGENCY

CONTRACTING PARTIES: This Contract is between the Utah Department of Human Services ("DHS"), Division of Aging and Adult Services, 195 North 1950 West, Salt Lake City, Utah 84116 (referred to in this Contract as "DHS/DAAS").

AND

Name: Tooele County Corporation
Tooele County Aging and Adult Services an Area Agency on Aging
Address: 47 South Main Street
Tooele, Utah 84074-2194

A Utah governmental entity (referred to in this Contract as the "Local Agency").

NOTICES AND DOCUMENTS SHALL BE SUBMITTED TO:

	LOCAL AGENCY	DHS
Name	Joshua Maher	Clark Staley
Title	Director	Financial Analyst
Telephone	(435) 882-2870	(801) 538-3914
Email		COSTALEY@utah.gov
Address	59 East Vine Street	195 North 1950 West
	Tooele, Utah 84074	Salt Lake City, Utah 84116

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RECITALS

1. DHS/DAAS receives certain federal and state funds which it then distributes to local governments for human services programs in the areas served by the local government agencies; and

2. The Local Agency is local governmental entity that is authorized to receive public funds for the human services programs in its area; and

3. The DHS/DAAS Board is the program policymaking body for DHS/DAAS and for programs (such as those operated by the Local Agency under this Contract) that receive state funding from DHS/DAAS and/or federal "pass-through" funding from DHS; and

4. DHS/DAAS is statutorily authorized to provide the Local Agency with direction on the use of such public funds and to enter into contracts that specify how the Local Agency will use these public funds in its human services programs; and

5. DHS/DAAS works cooperatively with the Local Agency to ensure that these public funds are used appropriately and that DHS/DAAS' directives to the Local Agency are not duplicative or conflicting; and

6. The Local Agency is statutorily accountable to DHS/DAAS for using public funds obtained through this Contract appropriately in its human services programs, and for complying with all applicable state and federal laws, policies, audit requirements, contract requirements and DHS/DAAS directives; and

7. DHS/DAAS is statutorily authorized to monitor the Local Agency's use and management of these public funds; to oversee its governance of the human services programs in the Local Agency's area; and to review the Local Agency's compliance with laws, policies, audit requirements, contract requirements and DHS/DAAS directives; and

8. DHS/DAAS may refuse to contract with and may take legal action against any Local Agency that breaches its contract with DHS/DAAS or that fails to use or expend public funds in accordance with applicable laws, policies and DHS/DAAS directives.

Revision Date: June 2010

PART I: GENERAL PROVISIONS

SECTION A: CONTRACT DESCRIPTION AND SPECIFICATIONS

1. **PURPOSE AND SCOPE OF CONTRACT**: The purpose of this Contract is to provide an array of in-home and out-of-home services which will allow functionally disabled senior citizens to remain in their place of residence.

   To help Medicare beneficiaries with questions and problems concerning health issues.

   To receive, investigate, and resolve complaints made by or on behalf of residents of long-term care facilities. To provide community education regarding long-term care. To facilitate the use of volunteers and to represent the interests of long-term care facility residents.

   Part II ("Scope of Work and Special Conditions") and Part III ("Performance Measures and Client Outcomes") of this Contract describe in more detail the services and activities the Local Agency shall provide under this Contract. The Local Agency shall use the funds paid by DHS/DAAS under this Contract only for the purposes specified in this "Purpose and Scope" section and in Parts II and III. The Local Agency represents that it has the financial, managerial and institutional capacity to fully comply with the requirements of this Contract.

2. **CONTRACT PERIOD**: This Contract is effective as of **July 01,2011** and terminates on **June 30,2012**, unless terminated sooner in accordance with the terms and conditions of this Contract. Contracts in excess of one year may be reviewed annually by DHS/DAAS.

3. **TYPE OF CONTRACTOR**:

   a. **Local Agency Is a Subrecipient.** The Local Agency is a governmental entity and is a "Subrecipient." The term "subrecipient" refers to a non-federal governmental entity or a non-profit or for-profit organization that develops and operates its own program of services for eligible clients, and that receives federal and/or state funds from DHS/DAAS or another entity which serves as a "recipient" and "pass-through entity" for such funding. If the Local Agency operates its own program of services for eligible clients, the Local Agency shall comply with the financial record-keeping and reporting requirements that apply to federally-funded subrecipients, even if this Contract is funded solely by *State* funds.

   b. **Local Agency's Subcontractors.** The Local Agency may subcontract this Contract only as provided in Part I, Section E of this Contract.

4. **TYPE OF CONTRACT**:

   a. **This Contract is a Pass-Through Contract**. This Contract requires the Local Agency to provide the services specified in Part II ("Scope of Work and Special Conditions") and Part III ("Performance Measures and Client Outcomes") of this Contract. DHS/DAAS' payment of pass-through funding to the Local Agency shall be based on

supporting documentation from the Local Agency, showing that the service costs were necessary, reasonable and actually incurred by the Local Agency in providing the services required by this Contract, but the payments to the Local Agency shall not exceed the amount specified in Paragraph (5) below ("Compensation for Local Agency").

b. **Billing Procedures and Cost Principles.** *See* Part IV of this Contract ("Contract Costs, Billing and Payment Information") for additional provisions about billings, and Part V ("Cost Accounting Principles and Financial Reports") for applicable cost principles.

5. **COMPENSATION FOR THE LOCAL AGENCY**:

Fixed Amount of Compensation: DHS/DAAS shall pay the Local Agency not more than **$419,480.00** for providing the services covered by this Contract, but DHS/DAAS shall pay the Local Agency only for those services that comply with the Local Agency's approved Area Plan and that are supported by adequate documentation of actual costs. *See* Part IV ("Contract Cost, Billing and Payment Information") for additional budgeting provisions. The Local Agency shall bill DHS/DAAS only for actual costs allowable under federal and DHS cost principles, and the Local Agency shall maintain records that adequately support such costs. The Local Agency is under no obligation to provide services beyond those specified in the approved Area Plan for which funding is provided under this Contract.

6. **FUNDING SOURCES AND FUNDING REDUCTIONS:**

a. **Funding Sources.** The funds for this Contract are provided as follows:

CFDA OR STATE COMPLIANCE #	FEDERAL OR STATE (ORIGINAL) FUNDING SOURCE	ESTIMATED PERCENTAGE OR AMOUNT
93.044	Title III, Part II, Grants for Supportive Services and Senior Centers	$ 35,799.00
93.045	Title III, Part III, Nutrition Services	$ 84,849.00
93.043	Title III, Part VI, Disease Prevention and Health Promotion Services	$ 4,123.00
93.052	Title III E NFCSP (Caregiver)	$ 23,734.00
93.042	Title VII, Long-Term Care Ombudsman Services for Older Individuals	$ 2,370.00
	Food and Nutrition Service	
93.053	Elderly Feeding Program NSIP (Cash-In-Lieu)	$ 45,694.00

	Health Care Finance Administration	
93.779	Health Insurance Counseling	$ 11,000.00
	State General Funds	$ 106,221.00
DHS-5	The In-Home/Alternatives Program	$ 71,423.00
93.667	Social Service Block Grant / Alternatives	$ 26,739.00
93.048	Senior Medicare Patrol	$ 500.00
	Respite Care Program	$ 7,028.00
	TOTAL	$ 419,480.00

With regard to the information provided in the table above, the parties acknowledge that the percentage of funding from any given funding source for the contract period may vary based on a number of factors, including the specific services purchased from the Local Agency, the frequency with which the Local Agency provides the services, and the eligibility of the clients served by the Local Agency.

b. **Reduction of Funds in Contracts with a Fixed Amount Type of Contract Payment:** If an order or action by the Legislature or the Governor, or a federal or state law reduces the amount of funding to DHS/DAAS, DHS/DAAS may terminate this Contract or may proportionately reduce the services required by this Contract and the amounts to be paid by DHS/DAAS to the Local Agency for such services. In addition, if the Local Agency defaults in any manner in the performance of any obligation under this Contract, or if DHS/DAAS determines that the Local Agency is significantly underutilizing funds, DHS/DAAS may, at its option, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or underutilization of funds. DHS/DAAS shall give the Local Agency thirty (30) days notice of any such reduction or termination. Notwithstanding the foregoing, DHS/DAAS shall reimburse the Local Agency in accordance with the original provisions of this Contract for all services performed before the effective date of the reduction or termination.

This is a "Fixed Amount" contract, and if DHS/DAAS reduces the payments under this Contract, the Local Agency may make a proportionate reduction in the amount of services performed or in the number of clients served under this Contract. Before implementing any such reductions in services or client numbers, however, the Local Agency shall notify DHS/DAAS in writing no less than thirty (30) working days after receiving DHS/DAAS' notice of reduction or termination.

7. **COMPLIANCE WITH PROCUREMENT REQUIREMENTS**: The Local Agency is a governmental entity, and this Contract is therefore exempt from the bidding process.

8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED**: This Contract incorporates the following documents by reference:

   a. All documents specified in this Contract and its attachments;

   b. All statutes, regulations, or governmental policies that apply to the Local Agency or to the services performed under this Contract, including any applicable laws relating to fair labor standards, the safety of the Local Agency's employees and others, zoning, business permits, taxes, licenses, and incorporation or partnership, and any laws mentioned in Part I, Section C of this Contract ("Local Agency's Compliance with Applicable Laws") or in the attachments to this Contract. The Local Agency acknowledges that it is responsible for familiarizing itself with these laws and complying with them; and

   c. The Approved Area Plan submitted by the Local Agency for the upcoming State Fiscal Year and any attachments to that Area Plan. Copies of the Area Plan and the attachments may be obtained from DHS/DAAS by contacting **Michael Styles (801) 538-4641**.

SECTION B: LOCAL AGENCY'S LEGAL STATUS AND INDEMNIFICATION RESPONSIBILITIES

1. **LOCAL AGENCY IS AN INDEPENDENT CONTRACTOR:** The Local Agency is an independent contractor, and as such, shall have no authorization, express or implied, to bind DHS/DAAS or any state agency to any agreements, settlements, or liability. However, nothing in this Contract shall be construed to limit the Local Agency's authority to bind itself to agreements, settlements or liability, as long as such agreements, settlements or liability affect only itself and not DHS/DAAS. The Local Agency is not authorized to act as an agent for DHS/DAAS, except as expressly provided in this Contract. Persons employed by DHS/DAAS and acting under direction of DHS/DAAS shall not be deemed to be employees or agents of the Local Agency. Likewise, persons employed by the Local Agency and acting under the direction of the Local Agency shall not be deemed to be employees or agents of DHS/DAAS except as expressly provided in this contract. As an independent contractor, the Local Agency is responsible for its own operations and for providing the office space, supplies, equipment, tools, and other supports necessary to provide the services covered by this contract unless specifically stated otherwise in the contract Scope of Work. The compensation paid to the Local Agency under this Contract shall be Local Agency's total compensation from DHS/DAAS for the services provided under this Contract and the Local Agency is responsible for the payment of any and all tax liabilities incurred as a result of the compensation received.

2. **PROTECTION AGAINST LIABILITY; LOCAL AGENCY'S SUBCONTRACTORS MUST PROVIDE INSURANCE AND INDEMNIFICATION:**

a. **Local Agency and the Utah Governmental Immunity Act:** Consistent with the terms of the Governmental Immunity Act (Title 63, Chapter 30d of the Utah Code), the Local Agency and DHS/DAAS are each responsible and liable for any wrongful or negligent acts which that party itself commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act. **If the Local Agency has a subcontractor, that subcontractor shall comply with the insurance and indemnification requirements of this Contract, unless the subcontractor is also a Utah governmental entity, in which case this paragraph (a) shall apply.**

b. **Workers' Compensation:** The Local Agency and its subcontractors shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code) which requires employers to provide workers' compensation coverage for their employees.

c. **Required Insurance for Non-Governmental Subcontractors.** A non-governmental Subcontractor shall maintain adequate protection against liability and shall comply with the insurance and indemnification provisions set forth in this Contract. *See* definition of "subcontractor" in Part I, Section E, Paragraph 1 of this Contract. Specifically, unless DHS' Deputy Director for Support Services gives prior written consent to a different arrangement, the Local Agency shall require its non-governmental Subcontractors to maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, **if** the Subcontractor provides documentation verifying the insurance company providing the Subcontractor's insurance **is reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

Each of the Subcontractor's insurance policies shall include an endorsement that names the State of Utah, DHS, DHS/DAAS and their officers and employees as additional insureds, and the policy shall provide the State of Utah, DHS, DHS/DAAS and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Subcontractor's acts or omissions in connection with this Contract. The Subcontractor is not required, however, to obtain an "additional insured" endorsement for any Workers' Compensation insurance policy required by this Contract. *See* Subsections (2)(e)(1)(c), (2)(e)(3) and (2)(b) of this provision ("Protection Against Liability; Local Agency's Subcontractors Must Provide Insurance and Indemnification").

d. **Deductibles and Similar Costs.** The Subcontractor shall be responsible for paying any deductibles, self-insured retentions, self-insurance costs *and similar items*. The deductibles, self-insured retentions, self-insurance costs *and similar items* for the insurance policies required by this Contract may not exceed $10,000.00, unless the Local Agency obtains prior **written** approval of the Subcontractor's deductibles, self-insured retentions, self-insurance costs *and similar items* (and the corresponding policy) from the DHS Deputy Director for Support Services or the Deputy Director's designee who may withhold approval for any reason.

e. **Types of Liability Protection the Subcontractor Must Provide:**

(1) **Private Subcontractor—Commercial Insurance Required:** If the Subcontractor is not a governmental entity of the State of Utah, the Local Agency shall require the Subcontractor to maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the Subcontractor has already satisfied the requirements of the "self-insurance" provision (subsection (2)(c)(2)) below:

(a) *General Liability Insurance:* The Subcontractor shall maintain policies of general liability insurance that at a minimum shall cover the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the Subcontractor. The policy shall provide for a combined single limit or the equivalent of not less than $1,000,000 for each occurrence and $2,000,000 aggregate. If the Subcontractor is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the Subcontractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five (5) years beyond the date that this Contract is terminated.

(b) *Automobile Insurance:* If the Subcontractor's services involve transporting any clients or goods for DHS/DAAS, the Subcontractor shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the Subcontractor (including owned, hired and non-owned vehicles). The policy shall provide for a combined single limit, or the equivalent, of not less than $1,000,000. If the Subcontractor subcontracts with another entity or individual for transportation services, or services that include transportation services, the Subcontractor may satisfy this insurance requirement by submitting proof that its subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract. If the Subcontractor provides individual residential care services by contracting with individual residential care homes, not only must the

Subcontractor maintain a policy of automobile liability insurance as indicated above, but each of the Subcontractor's individual residential care homes must also maintain a policy of automobile liability insurance. The policy of automobile liability insurance required of individual residential care homes must cover property damage, personal injury protection and liability with a combined single limit or the equivalent of not less than $100,000 per person and $300,000 for each accident/occurrence occurring during the course of their duties as an individual residential care home. **As used in this provision, the term "individual residential care" refers to twenty-four hour family-based care for one or more clients in foster/proctor care, a host home, or a professional parent setting.**

(c) *Professional Liability Insurance:* If the Subcontractor employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Contract, the Subcontractor shall maintain a policy of professional liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Contract. If the professional liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to three (3) years beyond the date that this Contract is terminated.

(2) **Private Subcontractor—No Commercial Insurance Required, But Self-Insurance, Indemnification and *Prior* DHS Approval Required:** If the Subcontractor claims that it is self-insured, the Local Agency shall provide DHS with adequate evidence that the Subcontractor is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DHS with liability protection at least as adequate and extensive as the insurance otherwise required under this Contract for non-governmental entities. Specifically, the Subcontractor must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general-liability insurance, automobile insurance and professional liability insurance. Before executing a contract with the Subcontractor, the Local Agency shall obtain from the DHS Deputy Director for Support Services or the Deputy Director's designee a written statement indicating that DHS has determined, based on the Subcontractor's financial evidence and representations, that the Subcontractor's self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract, and the Subcontractor is therefore not required to obtain additional commercial liability insurance naming DHS as an insured party. If it sees fit, DHS may include in this statement any additional conditions designed to ensure that the Subcontractor's self-insurance

arrangements are comparable to the insurance required of other non-governmental Subcontractors. A copy of the Deputy Director's or the designee's statement shall be made an attachment to this Contract by amendment and shall be a material provision of this Contract. Nothing in this provision shall be construed to require DHS to consent to any self-insurance arrangements, and DHS may withhold its approval for any reason.

(3) **Doctors, Dentists, Mental Health Therapists and Other Professionals:** If the Subcontractor is a doctor, dentist, social worker, mental health therapist or other professional who provides services directly to clients, the Local Agency shall ensure that the Subcontractor obtains from a commercial insurer and maintains at its sole expense a policy of general liability insurance and a policy of professional liability insurance ("malpractice insurance") during the term of this Contract. The policy shall provide for a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate. If the insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to three (3) years beyond the date that this Contract is terminated.

f. **Indemnification.** Regardless of the type of insurance required by this section, the Local Agency (and where applicable, the Subcontractor) shall provide the following indemnification:

(1) **Indemnification by the Local Agency and *Governmental* Subcontractors.** If the Local Agency's Subcontractoris a governmental entity of the State of Utah, there is no indemnification and the Local Agency, Subcontractor and DHS shall each be responsible for their own actions and defense of any claims or suits. This Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. If the Subcontractor is a not a governmental entity of the State of Utah, this paragraph shall not apply, and the Indemnification by Non-Governmental Subcontractor paragraph below shall apply.

(2) **Indemnification by Non-Governmental Subcontractor:** If the Subcontractor is not a governmental entity of the State of Utah, the Local Agency shall ensure its Subcontractor agrees to and shall defend, hold harmless and indemnify the State of Utah, DHS/DAAS and their officers and employees from and against any loss, damages, injury, suits, and all claims and proceedings arising out of the performance of this Contract, the Local Agency's Subcontract, or which are caused in whole or in part by the Subcontractor's acts, failure to act, or negligence of the Subcontractor's officers, agents, volunteers or employees except where the claim arises out of the sole negligence of DHS.

(3) **Definition of the Term "Claim":** As used in these "Indemnification" provisions, the term "claim" includes any and all claims, losses, damages,

liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the services covered by this Contract or with a party's failure to comply with the provisions of this Contract.

(4) **Defense of Suits Brought Upon Claims:** If he Local Agency uses non-governmental Subcontractors it shall require that the non-governmental Subcontractor contracts to defend all suits brought upon a claim and pay all incidental costs and expenses, including attorney's fees consistent with the requirements expressed in Subsection 2.f. for non-governmental Contractors of DHS. DHS shall be a named third-party beneficiary of such contracts. The contract will include all terms of this paragraph. However, DHS shall have the option to participate in the defense of any such suit in which DHS perceives that its interests are not being protected by the Local Agency or the Subcontractor or where the Local Agency or Subcontractor believes, asserts, or claims that the claim arises out of the sole negligence of DHS. In the latter situation, the Local Agency and/or Subcontractor shall notify DHS within 90 days of receiving notice of the claim against it that the Local Agency or Subcontractor believes, asserts or claims that the claim arises out of the sole negligence of DHS. In the event the Local Agency or Subcontractor fails to notify DHS within this timeframe, the Local Agency and/or the Subcontractor shall defend and indemnify DHS even if the claim arises out of the sole negligence of DHS. The participation in the defense of a claim by DHS does not relieve the Local Agency and the Subcontractor of any obligation under this Contract. However, if DHS elects to retain independent counsel, DHS shall pay the attorney's fees and costs associated with such counsel except where DHS retains independent counsel due to a claim by the Local Agency and/or Subcontractor that the claim arises out of the sole negligence of DHS. In such a situation, if a finding is later made that the claim did not arise out of the sole negligence of DHS, the Local Agency and/or Subcontractor shall reimburse DHS for all costs including attorney's fees incurred by DHS.

(5) **No Subrogation or Contribution:** The Local Agency and its Subcontractors understand that they have no right of subrogation or contribution from the State, DHS or DHS/DAAS for any judgment rendered against the Local Agency or the Subcontractor.

g. **Certificate of Insurance, "Additional Insured" Endorsement, and Evidence of Continued Coverage.** Before signing a contract with a non-governmental Subcontractor and before signing this Contract, the Local Agency shall ensure that a non-governmental Subcontractor obtains from its insurer(s) and shall provide to DHS/DAAS certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DHS/DAAS thirty (30) days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DHS/DAAS, a non-

governmental Subcontractor shall provide the Local Agency and DHS/DAAS with evidence that the Subcontractor has the insurance coverage required by this Contract. Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.

3. **EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN:** The Local Agency shall use qualified personnel to perform all services in conformity with the requirements of this Contract and generally recognized standards. **The Local Agency's performance shall not be excused by force majeure.** The Local Agency represents that it has identified the critical functions or processes of its business operations essential for providing the services required in this Contract. The Local Agency also represents that it has developed an emergency management and business continuity plan (plan) that will allow the Local Agency to continue to operate those critical functions or processes during or following an emergency. The Local Agency further represents that its emergency management and business continuity plan includes: 1. Communications (with Local Agency staff, the appropriate government agency, clients and clients' families); and, 2. Recovery and maintenance of client records. The Local Agency also represents that it provides at least annual training for its staff on its emergency management and business continuity plan and it acknowledges that DHS may rely upon this and the other representations of the Local Agency in this paragraph.

The Local Agency shall evaluate its plan at least annually, and shall modify the plan as appropriate. The Local Agency shall provide DHS with a copy of its current plan upon request. Any modifications to the Local Authority's plan shall be reported to DHS/DAAS within 15 days of the time the modifications are made. At that time, the Local Authority shall also provide DHS/DAAS with a copy of the plan incorporating the identified modifications. Failure to maintain an adequate plan pursuant to this part shall constitute grounds for corrective action and/or termination of this Contract.

In addition, the Local Agency represents that it provides at least annual training for its staff on its plan and it acknowledges that DHS may rely upon this and the other representations of the Local Agency in this paragraph.

The Local Agency shall evaluate its plan at least annually, and shall modify it as appropriate. Any modifications to the Local Agency's plan shall be reported to DHS/DAAS within 15 days of the time the modifications are made. At that time, the Local Agency shall also provide DHS/DAAS with a copy of the plan incorporating the identified modifications. Failure to maintain an adequate plan pursuant to this part shall constitute grounds for corrective action and/or termination of this Contract.

SECTION C: LOCAL AGENCY'S COMPLIANCE WITH APPLICABLE LAWS

1. **COMPLIANCE WITH APPLICABLE LAWS.** The Local Agency shall comply with all applicable laws. The term "applicable laws" refers to all federal statutes and regulations, executive orders, state statutes and regulations that apply to the Local Agency's activities or

that impose restrictions on the Local Agency's use of federal or state funding or grants. It is the Local Agency's responsibility to obtain appropriate advice about the scope and applicability of the laws governing its activities.

2. **COMPLIANCE WITH DHS' PROVIDER CODE OF CONDUCT:** Except as provided in subsection (d) of this Paragraph 2, the Local Agency shall follow and enforce DHS' Provider Code of Conduct. The DHS Provider Code of Conduct may be found at the following web site: http://www.hsofo.utah.gov/services_contract_info.htm

   a. Before allowing any employee or volunteer to work with clients under this Contract, the Local Agency shall also comply with the following requirements:

      (1) The Local Agency shall provide a current copy of the Code of Conduct to each employee or volunteer currently working for the Local Agency and to any new employees or volunteers; and

      (2) The Local Agency shall retain in each employee or volunteer's file a signed and dated statement in which that person certifies that he or she has read and understood the Code of Conduct and will comply with it.

   b. As used in this Paragraph 2, "volunteer" means a person who:

      (1) donates services to the Local Agency without pay or other compensation, except for expenses incurred (such as meals and other travel costs); and

      (2) is a board member, officer, or other person who is substantially involved in the Local Agency's decision-making processes, or is a person who has direct unsupervised contact with DHS/DAAS clients.

   c. Annually the Local Agency shall obtain a copy of the current DHS Provider Code of Conduct poster. The Local Agency shall prominently display the poster where its employees and volunteers can see it. (A copy of the current DHS Provider Code of Conduct poster may be downloaded from the website identified in Paragraph 2 above.)

   d. If the Local Agency is a Utah governmental entity, the Local Agency may enforce its own written Code of Conduct in lieu of the DHS Provider Code of Conduct if the Local Agency first provides DHS/DAAS with a written certification that the Local Agency has compared its own Code of Conduct and the DHS Provider Code of Conduct, and has determined that its own Code of Conduct is at least as comprehensive and stringent as the DHS Provider Code of Conduct. The governmental Local Agency shall also give its employees and volunteers a copy of its Code of Conduct before they begin working with the clients under this Contract, and the governmental Local Agency shall retain in each employee or volunteer's file a signed and dated statement in which that person certifies that he or she has read and understood the Local Agency's Code of Conduct and will comply with it.

3. **RESTRICTIONS ON CONFLICTS OF INTEREST:**

a. **Purpose and Overview.** The purpose of this Section is to assure that the services provided pursuant to this Contract afford DHS/DAAS a commercially reasonable level of quality and cost. These provisions prohibit Local Agencies and anyone acting on their behalf from using their employment with the State of Utah or their relationship with others, including potential subcontractors, to enter into any transaction or arrangement that is improper or gives the appearance of being improper because of that person's State employment or relationship with a third party.

b. **Definitions**

(1) **"Business Entity"** includes a sole proprietorship, partnership, limited liability company ("LLC"), association, joint venture, corporation, firm, trust, foundation, or other organization or entity used in carrying on a business.

(2) **"Conflict of Interest"** means any situation where the Local Agency or any Representative of the Local Agency has economic, social, political, familial, or other interests which interfere with, or have the potential to interfere with, the exercise of that person's duties, responsibilities, or judgment on behalf of the Local Agency or DHS/DAAS in connection with this Contract, or which involve conflicting loyalties to the Local Agency and to another interest. "Conflict of Interest" also includes any violation of the Ethics Acts.

(3) **"Disclosure Statement"** means a written statement provided to DHS/DAAS by the Local Agency about their Conflicts of Interest, including the information listed in Part I, Section C, Paragraph 2(f)(2) below.

(4) **"Dual Employment"** means employment by more than one of the following entities: the State of Utah, the Local Agency, and another employer.

(5) **"Local Agency"** means the local governmental entity contracting with DHS/DAAS, and includes all "Representatives" of that entity.

(6) **"Related Party"** means:

(a) any person related to the Local Agency by blood or marriage, which, for purposes of this Contract, includes parents, spouses, children, siblings, grandparents, grandchildren, uncles, aunts, nephews, nieces, first cousins, and in-laws; and

(b) all business associates of the Local Agency:

(i) who are partners, directors, or officers in the same business entity as the Local Agency;

(ii) who have authority to make decisions or establish policies in the same business entity as the Local Agency; or

(iii) who directly or indirectly own 10% or more in the same business entity as the Local Agency.

(7) **"Related-Party Transaction"** means payments made by the Local Agency to a Related Party in any manner or description (including those relating to administrative costs, capital expenditures, program expenditures, and payments for goods, services, facilities, leases, salaries, wages, professional fees or similar expenses) in connection with this Contract. "Related-Party Transaction" also means arrangements made between the Local Agency and a Related Party, whether or not payments are involved, which affect the performance of this Contract in any manner.

(8) **"Representative"** means any person or entity acting on behalf of the Local Agency, and includes all employees, owners, partners, directors, officers, board members, and agents of the Local Agency, as well as any other individual or group of individuals with authority to establish policies or make decisions for the Local Agency. "Volunteers" are not "Representatives" and are not required to be included in the Local Agency's Disclosure Statement, unless they are board members or officers, or are substantially involved in the Local Agency's decision-making processes, or unless they have direct, unsupervised contact with DHS/DAAS clients.

(9) **"Volunteer"** means a person who donates services to the Local Agency without pay or other compensation, except for expenses incurred (such as meals and other travel costs).

c. **Restrictions on Conflicts of Interest.** Transactions involving Conflicts of Interest are prohibited to the extent that they are in any way the result of undue influence, or if they have the potential to result in increased costs, decreased performance, the appearance of impropriety, or any other disadvantage to DHS/DAAS. Any Conflict of Interest that influences DHS/DAAS' decision to enter into this Contract with the Local Agency or that influences any transactions undertaken by the Local Agency pursuant to this Contract is a prohibited Conflict of Interest. Conflicts of Interest can occur in one of three ways:

(1) **Dual Employment**. Conflicts of Interest involving Dual Employment can occur when a Local Agency's Representative is also employed by the State of Utah or by another employer.

(2) **Related-Party Transactions**. Conflicts of Interest involving Related-Party Transactions occur when the Local Agency makes payments to a Related Party in any manner or description using money obtained from DHS/DAAS through this Contract. Conflicts of Interest can also occur when arrangements are made

between the Local Agency and a Related Party, whether or not payments are involved, which affect the performance of this Contract in any way.

(3) **Independent Judgment Impaired**. Conflicts of Interest involving impaired judgment occur when the Local Agency's Representative participates in any transaction on the Local Agency's behalf and has a significant relationship or shared interest with another party to the transaction, and this relationship or shared interest is not covered by the Related-Party Transaction restrictions, but could affect the Representative's ability or willingness to exercise independent judgment for the benefit of the Local Agency.

d. **Dual Employment and Local Agency's Compliance with the Ethics Acts.** While dual employment is not prohibited, the Local Agency shall take measures to ensure that the Local Agency's Representatives do not use their dual employment to influence either DHS/DAAS' decision to enter into this Contract or to influence any transactions undertaken by the Local Agency in furtherance of this Contract.

The Local Agency shall comply at all times with the applicable provisions of the Utah Public Officers' and Employees' Ethics Act (Title 67, Chapter 16 of the Utah Code) and the Municipal Officers' and Employees' Ethics Act (Title 10, Chapter 3, Part 13 of the Utah Code) (referred to collectively as the "Ethics Acts"). The Ethics Acts prohibit public officers and public employees from having personal involvement in any Business Entity if that involvement creates a substantial conflict between their private interests and their public duties. The parties agree, however, that except as otherwise expressly provided in the "Related-Party Transaction" and "Independent Judgment Impaired" provisions of this Contract, nothing in this Contract is intended to expand or modify the Local Agency's obligations under the Ethics Acts.

e. **Local Agency Policies and Internal Review:** The Local Agency shall familiarize its Representatives with:

(1) the Conflict of Interest concept and the certification/disclosure requirements of this Contract; and

(2) the applicable provisions of the Ethics Acts.

The Local Agency shall implement a written policy that requires its Representatives to disclose to the Local Agency all existing, potential, and contemplated Conflicts of Interest. The Local Agency shall also regularly review any disclosures and its own operations to reasonably assure DHS/DAAS that the Local Agency avoids prohibited Conflicts of Interest.

f. **Disclosing Conflicts of Interest to DHS:**

(1) **Requirements for Governmental Entities such as the Local Agency.** Before entering into this Contract, the Local Agency shall comply with the following requirements:

(a) **Certification of Compliance.** The Local Agency shall submit to DHS/DAAS a written certification, in which they certify that they maintain a written policy as required by the Conflict of Interest provision of this Contract. The certification shall also provide that the Local Agency monitor for compliance with the Conflict of Interest provisions of this Contract and that it can reasonably assure DHS/DAAS that Representatives with a potential Conflict of Interest do not:

(i) make or influence decisions or set policies that affect this Contract;

(ii) monitor the performance of this Contract; or

(iii) become involved in or otherwise benefit from the performance of this Contract.

A form entitled "Conflict of Interest Certification" is available from DHS/DAAS.

(b) **Disclosure of Substantial Conflicts of Interest:** Before entering into this Contract, the Local Agency shall disclose to DHS/DAAS any Conflict of Interest that relates to this Contract or the services provided under this Contract if the Conflict of Interest involves any payment or transaction or salary worth $2,000 or more in a single state fiscal year. For all such Conflicts of Interest, the Local Agency shall submit a Disclosure Statement which includes all of the information required by Part I, Section C, Paragraph 2 (f)(2) below. The Local Agency shall also comply with the requirements of Part I, Section C, Paragraph 2 (f)(3) regarding the continuing duty to disclose these Conflicts of Interest.

(2) **Continuing Duty to Disclose Conflicts of Interest.** The Local Agency has a continuing duty to immediately send DHS/DAAS an updated Disclosure Statement if, at any time during the term of this Contract between the Local Agency and DHS/DAAS, the Local Agency contemplates any transaction involving a Conflict of Interest, or hires or affiliates with any individual with a potential Conflict of Interest, or discovers any existing Conflict of Interest.

g. **DHS/DAAS' Response to Disclosure Statements.**

(1) **Initial Approval, Disapproval or Remedial Action Requirement.** DHS/DAAS shall submit a written response to the Local Agency within fourteen days after receiving a Disclosure Statement. The response shall acknowledge receipt of the Disclosure Statement, and shall advise the Local Agency that:

(a) DHS/DAAS does not require any additional information or remedial action before executing or continuing this Contract; or

(b) DHS/DAAS requires additional information or disclosures or requires the Local Agency to undertake specific remedial action before executing or continuing this Contract; or

(c) DHS/DAAS disapproves certain identified transactions due to one or more prohibited Conflicts of Interest and unless the Local Agency discontinues those transactions, DHS/DAAS will declare this Contract breached and terminated.

(2) **DHS/DAAS' Right to Continue Its Investigation and Revise Its Response.** If DHS/DAAS fails to respond to the Local Agency within fourteen days of receiving the Disclosure Statement, the disclosing party may proceed as if no additional information or remedial action were required. The parties expressly agree, however, that regardless of any action taken pursuant to the response provisions above, DHS/DAAS retains the right to do any of the following if, at any time during the term of this Contract, DHS/DAAS determines that a Conflict of Interest problem exists:

(a) Continue to investigate any potential Conflict of Interest;

(b) Require further information from the Local Agency;

(c) Require specific remedial action; or

(d) Disapprove identified transactions.

h. **Monitoring Compliance with the Conflict of Interest Provisions of this Contract.** DHS/DAAS reserves the right to investigate and audit the records and transactions of the Local Agency at any time to determine if the Local Agency has complied with the restrictions on Conflicts of Interest, and to determine if the Local Agency took appropriate measures to assure that the goods or services provided under this Contract afford DHS/DAAS a satisfactory level of quality and cost. Appropriate measures taken by the Local Agency to avoid improper Conflicts of Interest might include, for example, competitive bidding for the goods or services purchased by the Local Agency, or a requirement that billings include supporting documentation showing that costs were necessary, reasonable and actually incurred.

i. **Remedies for Non-Compliance with the Conflict of Interest Provisions of This Contract.** The parties expressly acknowledge that if DHS/DAAS reasonably determines that the Local Agency has failed to comply with the Conflict of Interest provisions of this Contract and has entered into any prohibited transaction or arrangement that is disadvantageous to DHS/DAAS, DHS/DAAS shall have the option to rescind or void this Contract without paying for services provided and without returning any consideration received. Regardless of whether DHS/DAAS rescinds this Contract, DHS/DAAS shall also have the option to disallow the Local Agency's expenditures and to adjust its payments to the Local Agency by deducting such disallowed expenditures or by requiring the Local Agency to immediately refund any payments previously made, as provided in Part III of this Contract. If DHS/DAAS requests a refund from the Local Agency, the Local Agency shall refund the payment within thirty (30) days of receiving notice of such overpayment, and shall pay DHS/DAAS interest at the rate of eight percent (8%) a year, beginning on the thirty-first day after the Local Agency receives such notice.

SECTION D: COMPLIANCE MONITORING AND RECORD KEEPING RESPONSIBILITIES

1. **MONITORING OF LOCAL AGENCY'S PERFORMANCE:** DHS and DHS/DAAS shall have the right to monitor the Local Agency's and any subcontractor's performance of all services purchased under this Contract, including the Local Agency's or subcontractor's expenditure of public funds. Monitoring of Local Agency's performance shall be at the complete discretion of DHS and DHS/DAAS, who will rely on the criteria set forth in this Contract, including the goals, service objectives and methods described in Parts II and III ("Scope of Work and Special Conditions" and "Performance Measure and Client Outcomes") and the Local Agency's fiscal operations described in Parts IV through VI ("Contract Costs, Billing and Payment Information," "Cost Accounting Principles and Financial Reports," and "Budgeting Principles and Forms"). Performance monitoring may include both announced and unannounced visits.

2. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The Local Agency shall comply with all record-keeping and reporting requirements of this Contract, including the requirements set out in the attachments to this Contract. In addition, the Local Agency shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this Contract, including records relating to applications, determination of clients' eligibility (if applicable), the provision of services and administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.

3. **RETENTION AND DESTRUCTION OF RECORDS RELATED TO THIS CONTRACT:** The Local Agency shall retain all records related to this Contract for at least the following periods of time:

a. **Administrative Records and Records Relating to Adult Clients**: The Local Agency shall retain all administrative records relating to this Contract and all adult client records (including records that support Title XIX reimbursements) for at least six (6) years after DHS/DAAS makes the last payment on this Contract, or six (6) years after the completion of any audits initiated within this six-year period, whichever period is longer.

b. **Records Relating to Clients Who Are Minors**: The Local Agency shall retain all records relating to clients under 18 years old (including records that support Title XIX reimbursements) for at least six (6) years after DHS/DAAS makes the last payment on this Contract, or six (6) years after the completion of any audits initiated within this six-year period, or until the child client reaches the age of twenty-two (22), whichever period is longest.

c. **Protecting DHS' Continuing Access Rights to Contract-Related Records**: The Local Agency acknowledges that DHS/DAAS is entitled to have ready access to all records relating to this Contract, and the Local Agency shall not do anything to limit or interfere with DHS/DAAS' access rights, except as expressly provided by law. DHS/DAAS and the Local Agency acknowledge, however, that entities other than DHS/DAAS may also have access rights to the records, especially if those entities provided part of the funding for the programs or services covered by this Contract.

(1) **Permission for Early Destruction of Records:** The Local Agency shall not destroy or relocate any records relating to this Contract or the services provided under this Contract for the six-year period defined in subsections (a) and (b) of this Paragraph ("Retention and Destruction of Records Related to This Contract"), unless the Local Agency gives DHS/DAAS thirty days written notice and obtains DHS/DAAS' prior written consent to the proposed destruction or relocation of the records. (As used in this Paragraph, the term "relocate" means to move the records to a site which is not either the site where the Local Agency provides the services under this Contract or a site operated by the Local Agency in the geographic area covered by this Contract.) As a condition of consenting to the Local Agency's the early destruction or relocation of the records, DHS/DAAS may require the Local Agency to provide DHS/DAAS with photocopies of the records, and the Local Agency shall pay for the costs of photocopying the records, or the Local Agency shall deliver the originals to DHS/DAAS at the Local Agency's own expense.

(2) **Alcohol and Drug Abuse Patient Records - Discontinued Operations:** Notwithstanding the provisions of subparagraph (1) above, the parties acknowledge that if the Local Agency provides alcohol or drug abuse diagnosis, treatment or referral services under this Contract and obtains information for the purpose of providing such services, the Local Agency and DHS/DAAS are bound by the requirements of 42 C.F.R. Part 2 ("Confidentiality of Alcohol and Drug Abuse Patient Records"). Therefore, if the Local Agency discontinues its alcohol or drug abuse program or ceases to

provide such services under this Contract, the Local Agency shall protect DHS/DAAS access rights by implementing one of the following three options:

(a) Transfer the patient records to a successor agency or entity which has:

(i) entered into a contract with DHS/DAAS to provide such services formerly provided by the Local Agency;

(ii) agreed to provide DHS/DAAS with the same access to the records as required under the Local Agency's contract with DHS/DAAS; and

(iii) obtained the patients' written consent to the transfer of the records, pursuant to 42 C.F.R. § 2.19 (which governs the disposition of records by discontinued programs); or

(b) Deliver the patient records to the State Archives or an office within the Local Agency under an arrangement by which the Local Agency authorizes DHS/DAAS to have continuing ready access to the records; or

(c) Transfer the records to DHS/DAAS under an arrangement that complies with one or more of the following federal regulations: 42 C.F.R. § 2.53(b) (which governs access by auditors and evaluators); 42 C.F.R. § 2.11 (which allows access pursuant to a "qualified service organization agreement"); or 42 C.F.R. § 2.33 (which allows disclosure with the patient's written consent).

d. **Method for Destruction of Patient Records:** If the Local Agency maintains any client records under this Contract, and if this Contract or the DHS retention schedule indicates that such client records are to be destroyed after a certain period of time, the Local Agency shall shred or burn the records to protect client confidentiality. In the case of electronic records, the Local Agency shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records. If the Local Agency is unsure whether a particular technique will adequately destroy the electronic records, the Local Agency shall consult with DHS/DAAS and its technical specialists before using that technique.

4. **PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS:**

a. **Client Records Are Generally Confidential.** If the Local Agency maintains any client records in connection with the services provided under this Contract, the Local Agency shall comply with this Paragraph. The Local Agency acknowledges that client records are generally considered confidential and that depending upon the content of such records, access may be restricted under state and federal laws, including the Public Health Service Act (which classifies alcohol abuse, substance abuse and mental health patient records in federally assisted programs as confidential; *See* 42 U.S.C. §

290dd-2, 42 C.F.R. § 2.1 *et seq.*, and other similar provisions); the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (which establishes standards to protect the privacy of health information maintained by health plans, health care clearinghouses and health care providers who transmit health information in electronic form; *See* Public L. 104-191 (1996) and 45 CFR Parts 160, 162 and 164); and the Utah Government Records Access and Management Act ("GRAMA": Title 63, Chapter 2 of the Utah Code).

b. **Security Precautions for Client Records.** To preserve the integrity and confidentiality of client records, the Local Agency shall maintain all client records in locked rooms or cases. Except with the express written consent of the client, the Local Agency shall not use any client information for purposes not directly connected with the responsibilities or services under this Contract, and the Local Agency may disclose client information only as provided by this Contract, as authorized by the client in writing, or as required by law. The Local Agency's staff shall have access only to those portions of the records directly related to their work assignments.

5. **GENERAL ACCESS TO THE LOCAL AGENCY'S RECORDS:** The Local Agency shall provide DHS/DAAS with ready access to any records produced or received by the Local Agency in connection with the services or programs provided under this Contract, unless such access is expressly prohibited by state or federal law. The Local Agency acknowledges that some of its records, including this Contract, may be available to the public and to the Local Agency's clients pursuant to GRAMA and other state and federal laws, including the federal "Protection and Advocacy for Individuals with Mental Illness Act," 42 U.S.C. §§ 10801 *et seq.* Therefore, upon receiving a request for records or information from any individual or entity other than DHS/DAAS, the Local Agency shall immediately notify DHS/DAAS about the request. However, if the Local Agency receives a written request from the client or from a person or entity (such as a client's insurance provider) authorized by the client in writing to have access to the client's records, the Local Agency may release the requested records without first notifying DHS/DAAS if such release is consistent with the record classification, governing law and ethical practices. Except as otherwise directed by DHS/DAAS or authorized by this Paragraph (6), the Local Agency's non-governmental subcontractors and any Local Agency or governmental subcontractor that lacks expertise in responding to GRAMA requests shall consult with DHS/DAAS before responding to a record request to determine the appropriate response under this Contract and federal and state laws, including GRAMA. In such circumstances, if the requested records come within the scope of GRAMA and if DHS/DAAS so requests, the Local Agency shall deliver copies of the requested records to DHS/DAAS, and allow DHS/DAAS to respond directly to the records-request.

6. **AUDITORS' AND MONITORS' ACCESS TO THE LOCAL AGENCY'S RECORDS:** Upon request, the Local Agency shall allow independent, state and federal auditors or contract reviewers to have access to any records related to this Contract, including all financial records (such as accounting records and supporting documentation) for audit review and inspection. (*See, e.g.,* 42 C.F.R. § 2.53, "Confidentiality of Alcohol and Drug Abuse Patient Records," which allows inspection of records for auditing and contract performance purposes). In addition, the Local Agency shall comply with all records-access provisions set forth in Parts

IV, V and VII of this Contract ("Contract Costs, Billing and Payment Information," "Cost Accounting Principles and Financial Reports," and "Summary of Some Commonly-Applicable Laws and Policies").

SECTION E: SUBCONTRACTING, CONTRACT MODIFICATIONS, AND DISPUTE RESOLUTION PROCEDURES

1. **SUBCONTRACTS:**

a. **Definition of "Subcontractor":** As used in this Contract, the term "subcontractor" means an individual or entity that has entered into an agreement with the Local Agency to perform the services or provide the goods for which that Local Agency is responsible under the terms of this Contract. Notwithstanding the foregoing, the term "subcontractor" also refers to individuals or entities that have entered into agreements with any subcontractor if: (1) those individuals or entities have agreed to perform all or most of the subcontractor's duties under this Contract; or (2) federal law requires this Contract to apply to such individuals or entities.

b. **Is Subcontracting Allowed:** The Local Agency is a subrecipient as defined in Part I, Section A, Paragraph 3. As a subrecipient, the Local Agency may enter into subcontracts with other individuals or entities to provide the services required by this Contract and other state and federal laws.

c. **When Subcontracting Is Allowed:** If Local Agency is allowed to subcontract under Paragraph 1.b. above, the following provisions apply:

(1) **Duties of Subcontractors:** Regardless of whether a particular provision in this Contract mentions subcontractors, a subcontractor must comply with all provisions of this Contract, including the state procurement requirements (or the equally-stringent county procurement requirements), insurance requirements and the fiscal and program requirements. The Local Agency retains full responsibility for contract compliance, whether the services are provided directly or by a subcontractor.

(2) **Provisions Required in Subcontracts:** If the Local Agency enters into any subcontracts with other individuals or entities pursuant to subsection (b) above, and pays those individuals or entities for such goods or services through federal and state funds, the Local Agency shall include provisions in its subcontracts regarding the federal and state laws identified in this Contract (Part I, Section C, "Local Agency's Compliance with Applicable Laws"; Part IV, "Contract Costs, Billing and Payment Information"; Part V, "Cost Accounting Principles and Financial Reports"; and Part VII, "Summary of Some Commonly-Applicable Laws and Policies"), as well as other laws and contract provisions identified in 45 C.F.R. § 92.36(i), "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

2. **CONTRACT ASSIGNMENT:** The Local Agency may not assign its benefits and obligations under this Contract to any other entity, but if DHS/DAAS gives its prior written consent, the Local Agency may subcontract for the administration of services under this Contract as allowed by Utah law.

3. **CONTRACT RENEGOTIATIONS OR MODIFICATIONS:** The parties may amend, modify or supplement this Contract only by a written amendment signed by the parties and approved by the DHS Bureau of Contract Management. The amendment shall be attached to the original signed copy of this Contract. DHS/DAAS shall not pay for any services provided by the Local Agency unless such payments are specifically authorized by this Contract or an approved written amendment to this Contract.

4 **CONTRACT TERMINATION:**

a. **Right to Terminate Upon Thirty Days Notice.** Either party may terminate this Contract, with or without cause, in advance of the Contract's expiration date by giving the other party at least thirty (30) days written notice.

b. **Immediate Termination.** In addition, if the Local Agency's violation of this Contract creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows DHS/DAAS to terminate the Contract immediately for a violation of that provision, DHS/DAAS may terminate this Contract immediately by notifying the Local Agency in writing.

c. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties will use their best efforts to provide for uninterrupted client services.

d. **Processing Payments and Records Access After Termination.** Upon termination of the Contract, the parties shall use the financial and accounting arrangements set forth in this Contract to process the accounts and payments for any services that the Local Agency rendered before the termination. In addition, the Local Agency shall comply with the provisions of this Contract relating to the Local Agency's record-keeping responsibilities, and shall ensure that the Local Agency's staff properly maintains all records (including financial records and any client treatment records).

e. **Attorneys' Fees and Costs.** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.

f. **Remedies for Local Agency's Violation.** The Local Agency acknowledges that if the Local Agency violates the terms of this Contract, DHS/DAAS is entitled to avail itself

of all available legal, equitable and statutory remedies, including money damages, injunctive relief and debarment as allowed by state and federal law.

5. **GRIEVANCE PROCEDURES FOR CLIENTS AND APPLICANTS:** The Local Agency shall establish a grievance system for the clients and applicants of the programs covered by this Contract, and shall notify each client and applicant in writing that:

a. Clients and applicants have the right to present the Local Agency with their grievances about:

(1) denial of services covered by this Contract;

(2) exclusion from a program covered by this Contract; or

(3) inadequacies or inequities in the programs and services provided under this Contract; and

b. If the Local Agency denies a grievance request about the services provided under this Contract or if the Local Agency fails to respond to a grievance in a timely fashion, the client or applicant may contact, in writing, DHS/DAAS' Representative listed on the front page of this contract. The Representative will attempt to resolve the grievance. If the client or applicant is dissatisfied with the Representative's response, the client or applicant may file a written appeal to the Director of DHS/DAAS, and the Director shall respond to the appeal in writing within 30 working days. If the applicant or client is dissatisfied with the Director's decision, the client or applicant may request a hearing before the DHS Office of Administrative Hearings ("OAH"). This hearing request must be filed with OAH within ten (10) working days of receiving the DHS/DAAS Director's written decision. If OAH finds that the client or applicant's request is supported by applicable law, OAH may order the Local Agency or DHS to remedy the problem addressed in the grievance.

6. **CONTRACT DISPUTES - COMPLAINT AND APPEAL PROCESS:** If the Local Agency wishes to challenge any procurement issues related to this Contract, such challenges are governed by the provisions of Utah Code Ann. § 63-56, Utah Procurement Code.

The Local Agency may appeal from any *non*-procurement contract disputes with DHS/DAAS by filing a written appeal with the DHS Deputy Director for Support Services within thirty (30) days of the disputed DHS/DAAS action or decision. The Local Agency's written appeal shall identify the Local Agency, the contract number, the disputed issue, pertinent contract provisions or legal authorities, and the contact person for the Local Agency. The Local Agency shall also provide a copy of the written appeal to the Director of DHS/DAAS.

The DHS Deputy Director shall have ten (10) working days to issue DHS' written response to the Local Agency's appeal. The Deputy Director may designate another DHS employee to review and respond to the Local Agency's appeal. If the Local Agency is not satisfied with the

response of the Deputy Director, the Local Agency may pursue those remedies available to it in a court of appropriate jurisdiction, subject to the rules and regulations applicable therein.

PART II: SCOPE OF WORK AND SPECIAL CONDITIONS

DESCRIPTION OF THE SERVICES OR SUPPORTS TO BE PROVIDED UNDER THIS CONTRACT.

1. The Local Agency will provide the services identified in its approved Area Agency on Aging Plan, the terms of which are incorporated herein by reference. This plan is maintained by DHS/DAAS, 195 North 1950 West, Salt Lake City, Utah 84116.

2. POPULATION TO BE SERVED:

   OLDER AMERICANS ACT PROGRAMS: Individuals 60 years of age and older (including spouse of any age) with social or economic need, targeting low income minorities.

   UNITED STATES DEPARTMENT OF AGRICULTURE CASH-IN-LIEU: Individuals 60 years of age and older (including spouse of any age).

   THE HOME AND COMMUNITY-BASED/ALTERNATIVES SERVICES PROGRAM: Individuals 18 years of age and older who meet income/asset tests are provided an array of services which enable them to live in their own homes. Individual's expenses should not exceed $750.00 per month unless a waiver is submitted and approved.

   THE RESPITE CARE PROGRAM: Caregivers of individuals who are suffering chronic long term illnesses or conditions are provided intermittent and time-limited relief from care-giving responsibilities.

3. TREATMENT OF SERVICE REQUIREMENTS:

   The Local Agency shall provide personal assistance, standby assistance, supervision or cues for individuals having difficulties with one or more of the following activities of daily living:

   a. Eating, dressing, bathing, toileting and transferring in and out of bed.
   b. Preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
   c. Personal care for dependant individuals in a supervised protective, congregate setting during some portion of a 24-hour day.
   d. Transportation for an individual who requires help in going from one location to another, using a vehicle.
   e. Promote better health by providing accurate and culturally sensitive nutrition and physical fitness programs.

   The Local Agency shall also provide:

   a. A nutrition site, senior center or other congregate setting a meal that complies with the Dietary Guidelines for Americans.

b. A meal which complies with the Dietary Guidelines for Americans at the individuals place of residence.

4. LOCAL AGENCY'S QUALIFICATIONS: The Local Agency shall establish and maintain (either directly or by contract) programs licensed under Utah Code Annotated Title 62A, Chapter 2, "Licensure of Programs and Facilities." All programs shall comply with Utah Administrative Code Rule R501, "Administration, Administrative Services, Licensing."

5. DOCUMENTATION REQUIREMENTS: On a quarterly basis, the Local Agency shall provide Outcome System Data information and Information System Data to DHS/DAAS. The Local Agency shall also cooperate with any DHS/DAAS requests for special studies or research requested.

   Contractor shall maintain a record consisting of the individual's name, services provided, service provider and amount charged for the services and any other services information pertaining to the individual.

6. HOME CARE PROGRAMS: Monies allocated by the DHS/DAAS from State general funds for the In-Home/Alternatives will be spent only for costs incurred in the State supported home care programs, including administration, case management, and service costs. Up to 25% of total program expenditures for the fiscal year will be allowable for administrative costs for each program. Reallocated dollars must be used for service costs which include case management.

   Ten percent (10%) of the fees/collections received during the contract year may be carried over into the next contract year, but must be expended during the first quarter of the new contract year for individuals receiving in-home support services. All fees/collections must be reported as a separate line item on the DHS/DAAS Quarterly reports; all such income will be considered as program revenue.

7. MINIMUM PERCENTAGE: The Local Agency will assure that the required minimum percentage of the Title IIIB and State Service funds will be expended for the delivery of each of the following categories of service: eight percent (8%) for access services (transportation, outreach, and information and referral), eight percent (8%) for in-home services (homemaker and home health aide, visiting and telephone reassurance, and chore maintenance and supportive services for frail elderly people including victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction and their families), and two percent (2%) for legal assistance.
   The Local agency may apply for a waiver of the expenditure of the expenditure of the required minimum percentage for the delivery of each of the categories of service specified above. If the Local Agency does not expend the required minimum percentage by the end of the Fiscal Year, these expended funds will be reallocated to the agencies who did meet the expenditure level. These funds will be distributed in the next fiscal year, utilizing the funding formula and must be expended in the category they were originally designated.

8. **Program Performance Objectives**: The primary objective of programs operated by the Local Agency, supplemented with funds provided by DHS/DAAS, is to maintain an environment in which a senior may remain independent and enhance their quality of life.

During the current Fiscal Year this objective will be met, in part by:

Providing meals to 1,325 individuals in a congregate setting.

Providing home delivered meals to 289 eligible individuals.

Providing case management for 8 individuals.

Providing home and community based alternative services to 96 eligible individuals.

Provide one-on-one assistance in gaining access to services to 72 caregivers.

PART III: PERFORMANCE MEASURES AND CLIENT OUTCOMES

The Local Agency shall comply with the following objective based performance requirements:

1. **Client Centered Objectives.** If a program or service covered by this Contract requires the development of client treatment plans, the treatment plans must include individualized treatment objectives that address the assessed needs of the client. The treatment plans must prescribe an integrated program of therapies, activities, and experiences to meet the client's treatment objectives and include reasonable measures to evaluate whether the client's treatment objectives are met.

2. **Internal Quality Management.** The Local Agency is responsible to develop, implement, and maintain an internal quality management system that shall evaluate the Local Agency's programs as required in Part II of this Contract, and establish a system of self-correcting feedback that may be externally validated by DHS/DAAS.

3. **Customer or Client Satisfaction Surveys:** The Local Agency understands that DHS is committed to providing client-oriented services, and that DHS and DHS/DAAS often conduct client-satisfaction surveys to ensure that services are appropriate for the clients served. The Local Agency and/or its subcontractor therefore agree to cooperate with all DHS and DHS/DAAS-initiated client or customer feedback activities.

PART IV: CONTRACT COSTS, BILLING AND PAYMENT INFORMATION

1. **LOCAL AGENCY'S SPECIFICS:**

   a. Billing name and address of the Local Agency:

   Tooele County Corporation
   47 South Main Street
   Tooele, Utah 84074-2194

   b. Telephone number: (435) 882-2870

   c. Service delivery area or address/location where the services will be provided:

   Tooele County

   d. Name and address of the entity or individual preparing Local Agency's audit report or financial statement:

   Haynie and Company
   1785 West Printers Row
   Salt Lake City, Utah 84119
   (801) 972-4800

2. **CONTRACT PAYMENT:** This Local Agency Contract is a Pass-Through Contract. DHS/DAAS' payment of pass-through funding to the Local Agency is based on supporting documentation from the Local Agency showing that the service costs were necessary, reasonable and actually incurred by the Local Agency in providing the services required by this Contract. The line item allocations for services under this Contract are specified in the following table:

Service Name	Service Code	Billing Code	Reimbursement Maximum
Administration	AAD	7204	$21,623.00
Supportive Services	PDS	7205	$64,437.00
Congregate Meals	CMM	7206	$56,699.00
Cash-In-Lieu	CIC	7208	$30,829.00
Cash-In-Lieu	CIH	7209	$14,865.00
Home Delivered Meals	HDM	7207	$72,400.00
Preventive Health Care	PHP	7211	$13,206.00
Long Term Care Ombudsman	OMB	7212	$7,370.00
Alternative / Homemaker Program	ALM	7201	$98,162.00
Respite Care Program (Caregiver)	RST	7203	$28,389.00
Health Insurance Counseling	HIC	7305	$11,000.00

Service Name	Service Code	Billing Code	Reimbursement Maximum
Senior Medicare Patrol	SMP	7110	$500.00
		TOTAL	$419,480.00

3. **METHOD AND SOURCE OF PAYMENTS TO THE LOCAL AGENCY:** To obtain payment for the services provided under this Contract, the Local Agency shall submit to DHS/DAAS, on a monthly basis, an itemized billing for its authorized services, together with supporting documentation required by the appropriate billing form supplied by DHS/DAAS. DHS/DAAS shall then reimburse the Local Agency by a warrant drawn against DHS or the State of Utah. The Local Agency shall bill DHS/DAAS only for actual costs allowable under the federal and DHS cost principles referred to in Part V ("Cost Accounting Principles and Financial Reports"), and the Local Agency shall maintain records that adequately support the allowability of these costs.

   a. **Billing Forms:** DHS Form 1032a (to be used by area agencies on aging).

4. **UNIFORM BILLING PRACTICES:** Local Agency guarantees that the amounts it charges for services to clients under this Contract shall not be higher than the amounts the Local Agency charges others for comparable services.

5. **BILLING DEADLINES:** The Local Agency shall submit all billings and claims for services rendered during a given billing period within twenty (20) days after the last date of that billing period. All final billings under a contract must be received within twenty (20) days of termination of the contract, regardless of the billing period. If the Local Agency fails to meet these deadlines, DHS/DAAS may deny payment for such delayed billings or claims for services.

   Local Agency's billing period is:

   ☒ Monthly ☐ Quarterly ☐ Other (Specify):

   The State Fiscal Year is from July 1 through June 30. The Local Agency shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 20th of the following fiscal year, regardless of the termination date of the contract. DHS/DAAS may delay or deny payment for services performed in a given fiscal year if it receives the Local Agency's billing for those services later than July 20th of the following fiscal year.

6. **MATCHING FUNDS:** *(Applies only to DHS/DAAS contracts which require the Local Agency to provide matching funds.)*
   The Local Agency shall provide the following "match" ***(check all that apply)***:

   ☐ In-kind services valued at $_____.
   ☒ Cash in the amount of $40,597.00.

7. **NON-FEDERAL MATCH:** For those contracts requiring a non-federal match, that match shall comply with the provisions of Title 45 of the Code of Federal Regulations, Part 74, Sub-part G. Other funding sources may require different non-federal match amounts, as shown in Paragraph 6 of this Part IV ("Contract Costs, Billing and Payment Information").

8. **OVERPAYMENTS, AUDIT EXCEPTIONS AND DISALLOWANCES:** If an independent CPA audit or a fiscal review by DHS determines that DHS/DAAS has over-paid the Local Agency for services under this Contract because: (a) the Local Agency's expenditures under this Contract are ineligible for reimbursement as they were not authorized by this Contract; or (b) the Local Agency's expenditures are inadequately documented, the Local Agency shall immediately refund such excess payments to DHS/DAAS upon written request. Furthermore, DHS/DAAS shall have the right to withhold any or all subsequent payments under this or other contracts with the Local Agency until DHS/DAAS fully recoups any overpayments made to the Local Agency.

9. **PAYMENT WITHHOLDING:** DHS/DAAS may withhold funds from the Local Agency for contract non-compliance, failure to comply with DHS/DAAS directives regarding the use of public funds, misuse of public funds or monies, or failure to comply with state and federal law or policy in the Local Agency's subcontracts with private providers. If an audit finding or judicial determination is made that the Local Agency or its subcontractor misused public funds, DHS/DAAS may also withhold funds otherwise allocated to the Local Agency to cover the costs of any audits, attorney's fees and other expenses associated with reviewing the Local Agency's or the subcontractor's expenditure of public funds. DHS/DAAS shall give the Local Agency prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding and the actions that the Local Agency must take to bring about the release of any amounts withheld.

PART V: COST ACCOUNTING PRINCIPLES AND FINANCIAL REPORTS

SECTION A: DEFINITIONS

The following definitions are provided for the convenience of the Local Agency and so that the Local Agency may comply with the DHS reporting requirements:

1. **"AICPA"** means American Institute of Certified Public Accountants.

2. **"Audit"** means an examination that:

   a. Analyzes the accounts of all officers of the entity having responsibility for the care, management, collection, or disbursement of moneys belonging to it or appropriated by law or otherwise acquired for its use or benefit;

   b. Is performed in accordance with generally accepted government auditing standards ("GAGAS"); and

   c. Conforms to the uniform classification of accounts established or approved by the state auditor or any other classification of accounts established by any federal government agency.

3. **"Audit Report"** includes:

   a. The financial reports presented in conformity with generally accepted accounting principles ("GAAP");

   b. The auditor's opinion on the financial reports;

   c. A statement by the auditor expressing positive assurance of compliance with state fiscal laws identified by the state auditor;

   d. A copy of the auditor's letter to management that identifies any material weakness in internal controls discovered by the auditor and other financial issues related to the expenditure of funds received from federal, state, or local governments to be considered by management; and

   e. Management's response to the specific recommendations.

4. **"Compilation"** means information presented in the form of a financial report prepared in conformity with GAAP (except that a cash basis accounting method is acceptable) that is the representation of management without the accountant undertaking to express any assurances on the financial report.

5. **"Federal Clearinghouse"** means the federal clearinghouse designated in OMB Circular A-133.

6. **"Federal Funds"** is as defined in OMB Circular A-133.

7. **"Financial Reports"** include an audit, a review, a compilation, a statement of functional expenses, a balance sheet, an income statement, a statement of cash flows, or the preparer's notes to the Financial Reports.

8. **"GAAP"** means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards and procedures (set by policy boards).

9. **"GAAS"** means Generally Accepted Auditing Standards, issued by the AICPA.

10. **"GAS/GAGAS"** means Government Auditing Standards, issued by the Comptroller General of the United States (also known as "Yellow Book" standards). GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). GAGAS incorporates the generally accepted standards issued by the AICPA.

11. **"Government Funds"** means financial assistance that a contractor receives from a combination of government sources, including federal awarding agencies, state appropriations and other local governments. All of the funds paid to the Contractor pursuant to this Contract are considered "Government Funds" for purposes of determining the Contractor's financial reporting requirements.

12. **"Management Letter"** means the auditor's notes and recommendations to the Contractor's management personnel subsequent to a fiscal audit.

13. **"OMB"** means the federal Executive Office of the President, Office of Management and Budget.

14. **"OMB Circular"** means a publication issued by the OMB that sets forth federal cost accounting and auditing requirements.

15. **"Pass-Through Entity"** means an entity that receives federal funds and then passes those funds through to subrecipients.

16. **"Program-Specific Audit"** means an audit of one specific federal program, using GAGAS standards, as described in OMB Circular A-133.200(c) and A-133.235.

17. **"Questioned Costs"** means costs that are questioned by the auditor because of audit findings, including but not limited to findings:

    a. Which result from a violation or possible violation of a provision of law, regulation, contract, grant, cooperative agreement, or other agreement or document governing the use of State or federal funds, including funds used to match federal funds;

    b. Where the costs, at the time of the audit, are not supported by adequate documentation; or

c. Where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

18. **"Reporting Package"** means the auditor's package of financial reports as defined in OMB Circular A-133, and includes Financial Reports and Schedule of Expenditures of Government Funds, Summary Schedule of prior audit findings, auditor's report(s), and corrective action plan.

19. **"Review"** means performing inquiry and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial reports for them to be in conformity with generally accepted accounting principles.

20. **"Single Audit"** means an audit using GAGAS standards, as described in OMB Circular A-133.500, which includes both the Contractor's financial reports and its federal awards.

21. **"Statement of Functional Expenses"** means a breakdown of administrative expenses and expenses attributed to actual program services on a program-by-program basis.

22. **"Subrecipient"** is as defined in OMB Circular A-133.

23. **"SULCAG"** means the State of Utah Legal Compliance Audit Guide issued by the State Auditor's Office.

24. **"Summary Schedule"** means a summary listing of all Audit Findings reported in the prior annual audit, and includes the Summary Schedule reported in the prior annual audit, except Audit Findings listed as corrected.

SECTION B: COST PRINCIPLES AND ACCOUNTING REQUIREMENTS

1. **APPLICABLE COST PRINCIPLES:** The Local Agency shall comply with the federal cost accounting principles applicable to the Local Agency's type of business organization regardless of the source of contract funding. Federal cost accounting principles determine allowable costs in DHS contracts as described in circulars published by the OMB, including, but not limited to, OMB Circulars A-87 and A-122. 'For-profit' organizations are required to follow the federal cost accounting principles for 'non-profit' organizations. The Local Agency shall also comply with established DHS cost accounting principles. A link to the DHS cost accounting principles may be found at:

   http://www.hsofo.utah.gov/services_contract_info.htm

2. **LOCAL AGENCY'S COST ACCOUNTING SYSTEM:** Local Agency shall maintain a financial and cost accounting system in accordance with GAAP, issued by the AICPA; or "Governmental GAAP," issued by the United States Governmental Accounting Standards Board. At a minimum, the Local Agency's accounting system shall provide for a General Ledger, and cost accounting records adequate to assure that costs incurred pursuant to this

Contract are reasonable, allowable, allocable to Contract objectives, and separate from costs associated with other business activities of the Local Agency.

3. **REQUIRED DOCUMENTATION:** The Local Agency shall ensure that all program expenditures and revenues are supported by reasonable documentation, as required by Federal, State and DHS Cost Principles including but not limited to itemized vouchers, invoices, receipts and timesheets. The Local Agency shall store and file required documentation in a systematic and consistent manner. Local Agency shall maintain all such documentation until six years after all audits initiated by federal and state auditors are completed, or for six years from the date of termination of this Contract, whichever is longer. **This provision shall survive the termination of this Contract.**

4. **SERVICE CODE COST SUMMARY**: Upon request, the Local Agency shall submit to DHS/DAAS actual cost expenditures and specific service codes for the services provided by the Local Agency under this Contract. If DHS/DAAS wishes to review the Local Agency's records and programs, DHS/DAAS may request cost data as early as ninety-one (91) days after completion of the prior contract period. If the Local Agency fails to submit the service code cost summaries ("cost summary" within twenty (20) working days from the date of DHS/DAAS' request, DHS/DAAS may withhold payments on this or subsequent contracts with the Local Agency until the Local Agency submits the requested cost summaries. The cost summaries submitted by the Local Agency are subject to review by DHS/DAAS. Therefore, cost summaries shall agree in total (and in detail where possible) with any other financial information that the Local Agency submits to DHS/DAAS, including financial information such as audit reports, financial statements, and similar information. Cost summaries that are inconsistent with other financial information submitted by the Local Agency may be subject to further investigation by DHS/DAAS. The cost data shall be in the "Service Code Cost Summary" format provided by DHS/DAAS. The Local Agency shall report the costs in accordance with federal and DHS cost principles, identified in this Section A ("Cost Accounting Principles"), and shall include only "allowable" cost data in submitting data to DHS/DAAS. The Local Agency shall also submit allowable cost data to DHS upon request by DHS.

5. **PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA:** If any price, including any profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract, was increased by any significant sum because the Local Agency furnished cost or pricing data (such as service code cost summaries, salary schedules or reports of prior-period costs) that were inaccurate, incomplete, and out-of-date, the price or cost shall be reduced accordingly and the Contract shall be modified in writing as necessary to reflect such reduction, and any amounts which DHS/DAAS overpaid shall be subject to overpayment assessments. Any action DHS/DAAS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DHS/DAAS' right to terminate this agreement.

SECTION C: FINANCIAL REPORTING REQUIREMENTS

1. **REPORTING REQUIREMENTS**

a. **Type of Financial Report Required.** Whether or not the Local Agency is required to obtain and submit an annual audit or other financial report is determined by the Local Agency's entity type and the amount and source of its funds, revenues and/or expenditures during a given year.

b. **Compliance with Applicable Federal and State Requirements.** The Local Agency shall comply with all applicable federal and state laws and requirements regarding financial reporting set forth in:

(1) OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations", published by the federal government;

(2) Utah Code § 51-2a-101 *et. seq.*; and

(3) The SULCAG issued by the State Auditor's Office.

A summary of these reporting requirements is provided in Table 1 below.

c. **Additional State Audit Requirements for Local Mental Health and Local Substance Abuse Authorities.** Pursuant to Utah Code § 62A-15-110 as amended, if the Local Agency is a Local Mental Health or Local Substance Abuse Authority, the Local Agency shall also:

(1) Ensure that audits of the Local Agency and its subcontractor's programs and services are conducted by an independent auditor pursuant to Title 51, Chapter 2a of the Utah Code, "Accounting Reports from Political Subdivisions, Interlocal Organizations and Other Local Entities Act".

(2) Comply with guidelines and procedures prescribed by DHS in accordance with those formulated by the state auditor pursuant to Utah Code § 67-3-1, for auditing the compensation and expenses of officers, directors, and specified employees of the Local Agency's subcontractor to assure no personal benefit is being gained from travel and other expenses.

(3) Allow DHS to prescribe specific items to be addressed by the Local Agency and/or its subcontractor's audit based on particular needs and concerns DHS has about the Local Agency or its subcontractor.

(4) Invite all funding partners to the Local Agency's and its subcontractor's pre- and exit audit conferences.

(5) Ensure that each member of the Local Agency annually certifies that the member has received and reviewed the independent audit and has participated in a formal interview with the executive officers of the Local Agency's subcontractor.

(6) Ensure all audit reports by state or county persons or entities concerning the Local Agency or its subcontractor shall be provided to the executive director of DHS, the Local Agency, and members of the subcontractor's governing board.

d. **Compliance with Applicable DHS Financial Reporting Requirements:** The Local Agency shall comply with all applicable DHS financial reporting requirements of this Contract as set forth in Table 2 below.

2. **SUBMISSION OF REQUIRED FINANCIAL REPORTS:**

a. Filing Deadlines: Where the Local Agency is required to submit federal and State financial reports, the Local Agency shall be bound by the submission deadlines stated in OMB Circular A-133 and Utah Code § 51-2a-101 *et. seq.*

Where the Local Agency is required to submit financial reports to DHS pursuant to this Contract, the Local Agency shall be bound by the applicable submission deadline stated in Table 2 below.

b. Extensions: If the Local Agency needs an extension to file any federal reports, the Local Agency must contact the Federal Clearinghouse or federal awarding agencies. If the Local Agency needs an extension to file any State reports, the Local Agency must contact the State Auditor's Office.

If the Local Agency needs an extension to file any report with DHS, the Local Agency may request an extension by contacting the BCM Financial Analyst at the address identified in the paragraph below.

c. Addresses: The Local Agency shall submit all required federal and State financial reports to the entities identified in the applicable law. Where the Local Agency is required to submit financial reports to DHS, the Local Agency shall send the required reports to the address below:

Department of Human Services
Bureau of Contract Management
Attention: Financial Analyst
195 North 1950 West
Salt Lake City, UT 84116

Revision Date: June 2010

Table 1: Federal and State Annual Financial Reporting Requirements

FEDERAL REPORTING REQUIREMENTS (OMB Circular A-133)		UTAH STATE REPORTING REQUIREMENTS (Utah Code § 51-2a-101 et. seq.)	
TYPE OF ENTITY Government Entity OR Non-Profit Subrecipient	**SUBMISSION DEADLINE**	**TYPE OF ENTITY** Government Entity OR Non-Profit Organization that Receives **50% OR MORE** of Its Funding from Government Funds[1]	**SUBMISSION DEADLINE**
$500,000 OR MORE expended in federal funds: Single Audit or Program Specific Audit, using GAGAS standards (OMB Circular A-133.200, A-133.235, and A-133.500) AND the following financial reports: 1. Data Collection Form, as described in OMB Circular A-133.320 (a), (b) and (d), -- to Federal Clearinghouse. 2. Reporting Package -- to: (a) Federal Clearinghouse; and (b) Each federal awarding agency - if audit disclosed Audit Findings or reported the status of any Audit Findings in the Summary Schedule. (OMB Circular A-133.320 (c) and (d)) 3. Submission by Subrecipients: (a) "Reporting Package" to each Pass-Through Entity when Audit Findings were disclosed relating to federal awards; (b) "Written Notification" to each Pass-Through Entity when no Audit Findings were disclosed and a Reporting Package was not required. (OMB Circular A-133.320(e)(1) and (e)(2))	Thirty (30) days after the Contractor receives the auditor's reports, or nine months after the end of the fiscal year audited, whichever occurs first.	**$500,000 OR MORE expended in federal funds:** 1. Copy of the entire Single Audit or Program Specific Audit. 2. The auditor's management letter, if the Single Audit or Program Audit report disclosed any Audit Findings.	Within six (6) months after the end of the Contractor's fiscal year.
		LESS THAN $500,000 expended in federal funds, but $350,000 OR MORE in total revenues or expenditures: 1. CPA Audit performed in accordance with GAGAS. 2. The auditor's management letter, if the GAGAS report disclosed any Audit Findings.	
		LESS THAN $350,000, but $200,000 OR MORE in total revenues or expenditures: Unaudited CPA Review.	
LESS THAN $500,000 expended in federal funds: No audit required but records must be available for review or audit per OMB Circular A-133.200(d).		**LESS THAN $200,000 but $100,000 OR MORE in total revenues or expenditures:** Unaudited CPA Compilation.	
		LESS THAN $100,000 in total revenues or expenditures: Financial information on the form approved by the State Auditor.	

[1] There are **no** reporting or auditing **requirements** to the State Auditor's Office for Non-Profit Organizations that receive **Less Than 50%** of their total funding from Government Funds, regardless of the amount of funding.

Table 2: DHS Annual Financial Reporting Requirements

TYPE OF ENTITY[2]				SUBMISSION DEADLINES
Government Entities and Non-Profit Subrecipients with $500,000 OR MORE Expended in Federal Funds	**Government Entity OR Non-Profit Organization that Receives 50% OR MORE of Its Total Funding from Government Funds**	**Non-Profit Organization that receives LESS THAN 50% of Its Total Funding from Government Funds OR For-Profit Organization**	**Foreign Organization**	
A copy of the entire Single Audit or Program Specific Audit prepared to meet the Contractor's federal reporting requirement including: a. The Reporting Package - if audit disclosed Audit Findings or reported the status of any prior Audit Findings in the Summary Schedule; b. The auditor's Management Letter if one was issued; and c. For Non-profit Subrecipients, the Statement of Functional Expenses.	A copy of the entire report prepared to meet the Contractor's Utah State reporting requirements and: a. The auditor's Management Letter if one was issued; and b. A Statement of Functional Expenses.	**$350,000 or MORE received from DHS:** 1. A CPA Audit performed in accordance with GAGAS. 2. The auditor's Management Letter, if the audit report disclosed any Audit Findings. 3. Statement of Functional Expenses. **LESS THAN $350,000 but $200,000 OR MORE received from DHS:** An unaudited CPA Review, including a Statement of Functional Expenses. **LESS THAN $200,000 but $100,000 OR MORE received from DHS:** An unaudited CPA Compilation, including a Statement of Functional Expenses. **LESS THAN $100,000 but $25,000 OR MORE received from DHS:** A basic Financial Report with a balance sheet and an income/expense statement.	1. The financial reports of foreign organizations (organizations located outside the State of Utah) shall be accepted as prepared to meet its federal and/or domestic state financial reporting requirements. 2. If the foreign organization has a local subsidiary, division, or unit in the State of Utah, the organization shall also submit a Statement of Functional Expenses for the local subsidiary, division or unit in addition to the parent organization's financial report.	The deadline for submission of the Single Audit or Program Specific Audit when required is thirty (30) days after Contractor receives the auditor's reports, or nine (9) months after end of fiscal year audited, whichever occurs first. The submission deadline for all other types of financial reports, including other types of audits, is within six (6) months after the end of Contractor's fiscal year.

[2] There are **no** financial reporting **requirements** to DHS for Sole Proprietors, Limited Liability Company (LLC) Sole Proprietors, or LLC Husband and Wife Partnerships.

TYPE OF ENTITY[2]				SUBMISSION DEADLINES
Government Entities and Non-Profit Subrecipients with $500,000 OR MORE Expended in Federal Funds	**Government Entity OR Non-Profit Organization that Receives 50% OR MORE of Its Total Funding from Government Funds**	**Non-Profit Organization that receives LESS THAN 50% of Its Total Funding from Government Funds OR For-Profit Organization**	**Foreign Organization**	
		LESS THAN $25,000 received from DHS: No Requirements.		

PART VI: BUDGETING PRINCIPLES AND FORMS

SECTION A: BUDGET REQUIREMENTS

If the Local Agency is an area agency on aging, the Local Agency shall include a budget in Part I, Section A, Paragraph 6 ("Funding Sources and Funding Reductions") and in Part IV, Paragraph 2 ("Contract Payment").

SECTION B: TRANSFERS BETWEEN FUNDING SOURCES

Upon approval by DHS/DAAS, in accordance with the Older Americans Act, Sections 308(b)(4)(A) and 308(b)(5)(A), and to better facilitate the Local Agency's ability to deliver services based upon need rather than funding source, the Local Agency may: 1) request a transfer of up to 40 percent of its allocated funds between Title III, Part C, subpart 1, Congregate Meals, and Title III, Part C, subpart 2, Home-Delivered Meals, as appropriate; and/or 2) request a transfer of up to 30 percent of its allocated funds between the programs under Title III, Part B, Supportive Services and Senior Centers, and Title III, Part C. Neither of the above-identified transfer requests shall increase the total amount of funding allocated to the Local Agency.

All requests for a transfer of funds pursuant to the above-identified paragraph shall be made in writing to DHS/DAAS. Requests shall identify the amount(s) to be transferred, the parts and/or subparts affected, the reason for the transfer(s), and the projected impact the transfer will have on services to the part and/or subpart losing funding.

DHS/DAAS will notify both the Local Agency and the DHS Bureau of Contract Management, in writing, when a transfer request is approved, including the total amount(s) transferred and the parts or subparts affected. The notice shall also include an update of the Local Agency's total allocated funding by part and subpart following the transfer(s).

PART VII: COMMONLY APPLICABLE LAWS

SECTION A: COMPLIANCE WITH ADMINISTRATIVE GRANT REQUIREMENTS

The Local Agency is bound by federal law, which establishes various fiscal and administrative rules applicable to all entities that receive federal grant monies. These rules are published in OMB Circular A-110 and in the OMB Common Rule, which is codified in 45 C.F.R. Part 92 (1999) and 45 C.F.R. Part 74.

SECTION B: COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS

The Local Agency is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. When the Local Agency receives state or federal funds pursuant to this Contract, certain state and federal requirements also apply. The Local Agency shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract and are required by the amount of state and federal funds involved in this Contract.

Table 3, "Federal and State Laws," is a reference guide to various laws and requirements. The information contained in this table is not exhaustive and the Local Agency shall seek independent legal advice.

Table 3: FEDERAL AND STATE LAWS

Description of Act	Applicable Federal Law	Applicable State Law
Discrimination and Employment Related Laws		
Age Discrimination Act of 1975	42 U.S.C. §§ 6101-6107; 45 C.F.R. Part 91	
Americans with Disabilities Act	42 U.S.C. § 12101 *et seq.;* 28 C.F.R. Part 35, Part 39	
Civil Rights Act of 1964 as amended, Title VI	45 C.F.R. Part 80 42 U.S.C. § 2000d *et. seq.*	
Civil Rights Act of 1964, Title VII	42 U.S.C. § 2000e *et. seq.*	
Contract Work Hours and Safety Standards Act	40 U.S.C. §§ 3701-3704; 29 C.F.R. Part 5	
Copeland Anti-Kickback Act	45C.F.R. 2543.82, 18 U.S.C. § 874,29 C.F.R. Part 3	
Davis-Bacon Act	40 U.S.C. § 3142; 29 C.F.R. Part 5	
Drug-Free Workplace Requirements	41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988	Utah Code § 34-41-101 *et seq.*; Utah Code § 34-38-1 *et seq.;* Utah Code § 67-19-36 *et seq.*; Utah Administrative Code, R477-14-1 *et seq.*
Education Amendments of	20 U.S.C. § 1681 *et. seq.*;	

Description of Act	Applicable Federal Law	Applicable State Law
1972, Title IX	45 C.F.R. Part 86	
Employment Eligibility Verification	8 U.S.C. § 1324a	
Equal Employment Opportunity	Exec. Order No. 11246 (1965), as amended by Exec. Order No. 11375; 41 C.F.R. Part 60	
Equal Pay Act	29 U.S.C. § 206(d)	
Fair Labor Standards Act	29 U.S.C. § 201 *et seq.*	
Immigration Control and Reform Act	8 U.S.C. § 1324	
Identity Documents and Verification		Utah Code § 63G-11-103, *et seq.*
Protection and Advocacy for Individuals with Mental Illness Act	42 U.S.C. § 10801 *et seq.*	
Public Health Service Act, Section 522	45 C.F.R. Part 84.53	
Public Health Service Act, Section 526	45 C.F.R. Part 84.53	
Rehabilitation Act of 1973, as amended, Section 504	29 U.S.C. § 794; 45 C.F.R. Part 84	
Utah Antidiscrimination Act -- (Includes the prohibition of unlawful harassment)		Utah Code § 34A-5-101, *et seq.* *(See also* Utah Executive Order March 17, 1993, which prohibits sexual harassment of state employees and employees of public and higher education)
Utah Civil Rights Act		Utah Code § 13-7-1 *et seq.*
Utah Occupational Safety and Health Act		Utah Code § 34A-6-101, *et seq.*
Property Laws		
Energy Policy and Conservation Act	42 U.S.C. § 6322	
Federal Clean Air Act	42 U.S.C. § 7401 *et seq.*	
Federal Water Pollution Control Act	33 U.S.C. § 1251 *et seq.*	
Flood Disaster Act of 1973 and other flood hazard provisions	42 U.S.C. § 4106	
National Environmental Policy Act of 1969 ("NEPA")	42 U.S.C. § 4321 *et seq.;* 40 C.F.R. Part 1500 *et seq.*	
National Historic Preservation Act ("NHPA") of 1966	16 U.S.C. § 470, *et seq.*; 36 C.F.R. Part 800, *et seq.*	

Description of Act	Applicable Federal Law	Applicable State Law
Pro-Children Act of 1994	20 U.S.C. § 6081, *et seq.*	
Utah Clean Air Act		Utah Code § 26-38-1, *et seq.*
Medicaid and Utah False Claims Reporting Laws		
Civil False Claims Act	31 U.S.C. § 3729-3733 and Chapter 38	
Deficit Reduction Act of 2005	Public L. 109-171 (2006)	
Utah False Claims Act		Utah Code § 26-20-1 *et seq.*
Utah Protection of Public Employees Act		Utah Code § 67-21-1 *et. seq.*
Miscellaneous Laws		
Abuse Reporting Requirements		Utah Code § 62A-4a-403; Utah Code § 62A-3-305.
Byrd Anti Lobbying Amendment	31 U.S.C. § 1352; 45 C.F.R. Part 93	
Debarment and Suspension	45 C.F.R. Part 76; Exec. Order No. 12549; Exec. Order No. 12689	
Ethics Acts		Utah Code § 67-16-7(2) and § 10-3-1301 *et. seq.* .
Government Records Access and Management Act (GRAMA),		Utah Code § 63G-2-101 *et. seq.*
Hatch Act	5 U.S.C. § 1501, *et seq.*	Utah Code § 67-19-19
Health Insurance Portability and Accountability Act of 1996 (HIPAA)	45 C.F.R. Parts 160, 162, and 164	
Public Health Service Act, Section 474(a), Protection of Human Subjects	42 U.S.C. § 2899; 45 C.F.R. Part 46; 21 C.F.R. 50 & 21 C.F.R. 56	
Substance Abuse and Mental Health confidentiality of substance abuse and mental health records	42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a	
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government	45 C.F.R. § 92.36	
Governmental Immunity Act of Utah		Utah Code § 63G-7-101 *et. seq.*
Utah Human Services Code		Utah Code Title 62A

PART VIII: JURISDICTION, COPYRIGHT, AND OTHER GENERAL PROVISIONS

1. **CONTRACT JURISDICTION:** The provisions of this Contract shall be governed and interpreted according to the laws of the State of Utah.

2. **SEVERABILITY CLAUSE:** The declaration by any court or other binding adjudicative body that any provision of this Contract is illegal or void shall not affect the legality or enforceability of any other provision of this Contract unless such provisions are mutually dependent.

3. **COPYRIGHT:** Except as otherwise expressly provided in this Contract, DHS owns the copyright for all materials developed by the Local Agency for DHS. If the Local Agency develops any materials for its own use in connection with this Contract, and if such materials are not required by this Contract or requested by DHS as part of the Local Agency's performance, the Local Agency may use those materials free of charge, and without obtaining prior permission.

   The Local Agency is not entitled to use information generated in connection with this Contract for any purpose, including scholarly publications or research purposes, without the prior written approval of the DHS IRB.

Revision Date: June 2010

4. **AUTHORITY OF PERSON SIGNING FOR THE LOCAL AGENCY:** The Local Agency represents that the person who has signed this Contract on behalf of the Local Agency has full legal authority to bind the Local Agency and to execute this Contract.

5. **LOCAL AGENCY HAS NOT ALTERED THIS CONTRACT:** By signing this Contract, the Local Agency represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Contract, and that this Contract contains exactly the same provisions that appeared in this document and its attachments when DHS/DAAS originally sent it to the Local Agency.

IN WITNESS WHEREOF, the parties executed this Contract:

LOCAL AGENCY

By: Colleen Johnson
Type name: COLLEEN JOHNSON
Title/Position: Commissioner
Tooele County Corporation
Date: 5 July 2011

By: [illegible]
Type name: Joshua Maher
Title/Position: Director
Tooele County Aging and Adult Services an Area Agency on Aging
Date: 7-5-11

DHS/DAAS

By: [illegible]
Nels R. Holmgren, Director
Division of Aging and Adult Services
Date: 07/18/11

RECEIVED AND PROCESSED

CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE

By: _____
Sheri Witucki, Contract Analyst
State Division of Finance
Date: JUL 18 2011

Log #25735

AREA AGENCY: TOOELE COUNTY
AREA PLAN BUDGET
01-JUL-2011 to 30-JUN-2012

FUNDING SUMMARY

SOURCE OF FUND	ORIGINAL ALLOCATION 01-Jul-11	ADJUSTMENTS	TOTAL
Title III B	34,799.00	0.00	34,799.00
Title III C-1	60,635.00	0.00	60,635.00
Title III C-2	24,214.00	0.00	24,214.00
Title III D	4,123.00	0.00	4,123.00
Title III E NFCSP	23,734.00	0.00	23,734.00
Title VIIC Elder Abuse	0.00	xxxxxxxxxxxxxxxxx	0.00
Title VIIB Ombudsman	2,370.00	0.00	2,370.00
State Ombudsman	5,000.00	0.00	5,000.00
State Service	45,414.00	xxxxxxxxxxxxxxxxx	45,414.00
State Nutrition	4,730.00	xxxxxxxxxxxxxxxxx	4,730.00
St Home Delivered Meals	48,478.00	xxxxxxxxxxxxxxxxx	48,478.00
NSIP (Cash-In-Lieu - ESTIMATE)	45,694.00	0.00	45,694.00
State In-Home/Alternatives	71,423.00	0.00	71,423.00
State Transportation	2,599.00	xxxxxxxxxxxxxxxxx	2,599.00
One-Time Transportation	0.00	xxxxxxxxxxxxxxxxx	0.00
State Respite Prog.	7,028.00	xxxxxxxxxxxxxxxxx	7,028.00
Alternatives - SSBG	26,739.00	xxxxxxxxxxxxxxxxx	26,739.00
Hlth Ins Counseling	11,000.00	0.00	11,000.00
Senior Medicare Patrol	500.00	0.00	500.00
Title IIIB Training Funds	1,000.00	xxxxxxxxxxxxxxxxx	1,000.00
TOTAL REIMBURSABLE	419,480.00	0.00	419,480.00
Project Income ESTIMATE	109,000.00	xxxxxxxxxxxxxxxxx	109,000.00
Fees/Collections ESTIMATE	8,500.00	xxxxxxxxxxxxxxxxx	8,500.00
SSBG (Local Discretionary)	15,000.00	xxxxxxxxxxxxxxxxx	15,000.00
Other Federal	0.00	xxxxxxxxxxxxxxxxx	0.00
Other State	0.00	xxxxxxxxxxxxxxxxx	0.00
Local Public	612,904.00	xxxxxxxxxxxxxxxxx	612,904.00
Required Cash Match	40,597.00	0.00	40,597.00
GRAND TOTAL	1,205,481.00	0.00	1,205,481.00

LINE ITEM COST CATEGORIES

PROGRAM EXPENSE	
Total Personnel and Fringe	486,307.00
Operating Costs	308,344.00
Subcontracts	9,574.00
Total Program Expense	804,266.00
CAPITAL OUTLAY	0.00
ADMINISTRATIVE EXPENSE	
Total Personnel and Fringe	393,015.00
Operating Costs	8,200.00
Indirect Costs	0.00
Total Administrative Expense	401,215.00
GRAND TOTAL	1,205,481.00

Log #25735

AREA AGENCY: TOOELE COUNTY

AREA PLAN BUDGET
01-JUL-2011 to 30-JUN-2012

REVENUE

FUNCTIONAL COST CENTERS

SERVICE CODE	AAD Area Agency Administration	PDC Program Development	PDS Supportive Services	Total
SOURCE OF FUND				
Title III B	3,480.00	xxxxxxxxxxxxxxxxx	31,319.00	34,799.00
Title III C-1	6,064.00	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx	6,064.00
Title III C-2	2,421.00	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx	2,421.00
Title III E	2,373.00	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx	2,373.00
State Service	6,812.00	xxxxxxxxxxxxxxxxx	29,519.00	36,331.00
State Nutrition	473.00	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx	473.00
State Home Delivered Meals	0.00	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx	0.00
Title IIIB Training Funds	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx	1,000.00	1,000.00
One-Time Transportation	0.00	xxxxxxxxxxxxxxxxx	0.00	0.00
State Transportation	0.00	xxxxxxxxxxxxxxxxx	2,599.00	2,599.00
TOTAL REIMBURSABLE	21,623.00	xxxxxxxxxxxxxxxxx	64,437.00	86,060.00
Project Income ESTIMATE	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx	12,000.00	12,000.00
SSBG FY 07 (Local Discretionary)	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx	7,500.00	7,500.00
Other State	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx	0.00	0.00
Local Public	360,550.00	xxxxxxxxxxxxxxxxx	78,329.00	438,879.00
Required Cash Match	6,600.00	xxxxxxxxxxxxxxxxx	10,521.00	17,121.00
GRAND TOTAL	388,773.00	xxxxxxxxxxxxxxxxx	172,787.00	561,560.00

LINE ITEM COST CATEGORIES

SERVICE CODE	AAD Area Agency Administration	PDC Program Development	PDS Supportive Services	Total
PROGRAM EXPENSE				
Total Personnel and Fringe	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx	125,783.00	125,783.00
Operating Costs	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx	45,400.00	45,400.00
Subcontracts	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx	1,604.00	1,604.00
Total Program Expense	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx	172,787.00	172,787.00
CAPITAL OUTLAY	0.00	xxxxxxxxxxxxxxxxx	0.00	0.00
ADMINISTRATIVE EXPENSE				
Total Personnel and Fringe	380,573.00	xxxxxxxxxxxxxxxxx	0.00	380,573.00
Operating Costs	8,200.00	xxxxxxxxxxxxxxxxx	0.00	8,200.00
Indirect Costs		xxxxxxxxxxxxxxxxx	0.00	0.00
Total Administrative Expense	388,773.00	xxxxxxxxxxxxxxxxx	0.00	388,773.00
GRAND TOTAL	388,773.00	xxxxxxxxxxxxxxxxx	172,787.00	561,560.00

AREA AGENCY: TOOELE COUNTY

AREA PLAN BUDGET
01-JUL-2011 to 30-JUN-2012

REVENUE

FUNCTIONAL COST CENTERS

SERVICE CODE	CMM/CIC Congregate Meals	HDM/CIH Home Delivered Meals	Total
SOURCE OF FUND			
Title III C-1	54,571.00	xxxxxxxxxxxxxxxxx	54,571.00
Title III C-2	xxxxxxxxxxxxxxxxx	21,793.00	21,793.00
State Nutrition	2,128.00	2,129.00	4,257.00
St Home Delivered Meal	xxxxxxxxxxxxxxxxx	48,478.00	48,478.00
NSIP (Cash-in-Lieu ESTIMATE)	30,829.00	14,865.00	45,694.00
TOTAL REIMBURSABLE	87,528.00	87,265.00	174,793.00
Project Income ESTIMATE	72,000.00	25,000.00	97,000.00
SSBG (Local Discretionary)	7,500.00	0.00	7,500.00
Local Public	119,789.00	54,236.00	174,025.00
Required Cash Match	9,949.00	11,437.00	21,386.00
GRAND TOTAL	296,766.00	177,938.00	474,704.00

LINE ITEM COST CATEGORIES

SERVICE CODE	CMM/CIC Congregate Meals	HDM/CIH Home Delivered Meals	Total
PROGRAM EXPENSE			
Total Personnel and Fringe	136,760.00	99,301.00	236,061.00
Operating Costs	159,406.00	78,637.00	238,043.00
Subcontracts	600.00	0.00	600.00
Total Program Expense	296,766.00	177,938.00	474,704.00
CAPITAL OUTLAY	0.00	0.00	0.00
ADMINISTRATIVE EXPENSE			
Total Personnel and Fringe	0.00	0.00	0.00
Operating Costs	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00
Total Administrative Expense	0.00	0.00	0.00
GRAND TOTAL	296,766.00	177,938.00	474,704.00

AREA AGENCY: TOOELE COUNTY

AREA PLAN BUDGET
01-JUL-2011 to 30-JUN-2012

REVENUE	FUNCTIONAL COST CENTERS	
SERVICE CODE	PHP Preventive Health Program	Total
SOURCE OF FUND		
Title III D	4,123.00	4,123.00
State Service	9,083.00	9,083.00
TOTAL REIMBURSABLE	13,206.00	13,206.00
Project Income ESTIMATE	0.00	0.00
Required Cash Match	2,090.00	2,090.00
GRAND TOTAL	15,296.00	15,296.00

LINE ITEM COST CATEGORIES

SERVICE CODE	PHP Preventive Health Program	Total
PROGRAM EXPENSE		
Total Personnel and Fringe	14,489.00	14,489.00
Operating Costs	807.00	807.00
Subcontracts	0.00	0.00
Total Program Expense	15,296.00	15,296.00
CAPITAL OUTLAY	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx
ADMINISTRATIVE EXPENSE		
Total Personnel and Fringe	xxxxxxxxxxxxxxxxx	0.00
Operating Costs	xxxxxxxxxxxxxxxxx	0.00
Indirect Costs	xxxxxxxxxxxxxxxxx	0.00
Total Administrative Expense	0.00	0.00
GRAND TOTAL	15,296.00	15,296.00

AREA AGENCY: TOOELE COUNTY

AREA PLAN BUDGET
01-JUL-2011 to 30-JUN-2012

REVENUE	FUNCTIONAL COST CENTERS	
SERVICE CODE	OMB Omudsman Program	Total
SOURCE OF FUND		
Title VIIB	2,370.00	2,370.00
State Ombudsman	5,000.00	5,000.00
TOTAL REIMBURSABLE	7,370.00	7,370.00
Local Public	0.00	0.00
GRAND TOTAL	7,370.00	7,370.00

LINE ITEM COST CATEGORIES

SERVICE CODE	OMB Omudsman Program	Total
PROGRAM EXPENSE		
Total Personnel and Fringe	0.00	0.00
Operating Costs	0.00	0.00
Subcontracts	7,370.00	7,370.00
Total Program Expense	7,370.00	7,370.00
CAPITAL OUTLAY	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx
ADMINISTRATIVE EXPENSE		
Total Personnel and Fringe	xxxxxxxxxxxxxxxxx	0.00
Operating Costs	xxxxxxxxxxxxxxxxx	0.00
Indirect Costs	xxxxxxxxxxxxxxxxx	0.00
Total Administrative Expense	0.00	0.00
GRAND TOTAL	7,370.00	7,370.00

AREA AGENCY: TOOELE COUNTY

AREA PLAN BUDGET
01-JUL-2011 to 30-JUN-2012

REVENUE	FUNCTIONAL COST CENTERS	
SERVICE CODE	PEA Elder Abuse Prevention	Total
SOURCE OF FUND		
Title VIIC FY	0.00	0.00
TOTAL REIMBURSABLE	0.00	0.00
Local Public	0.00	0.00
Required Cash Match	0.00	0.00
GRAND TOTAL	0.00	0.00

LINE ITEM COST CATEGORIES

SERVICE CODE	PEA Elder Abuse Prevention	Total
PROGRAM EXPENSE		
Total Personnel and Fringe	0.00	0.00
Operating Costs	0.00	0.00
Subcontracts	0.00	0.00
Total Program Expense	0.00	0.00
CAPITAL OUTLAY	xxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx
ADMINISTRATIVE EXPENSE		
Total Personnel and Fringe	xxxxxxxxxxxxxxxxx	0.00
Operating Costs	xxxxxxxxxxxxxxxxx	0.00
Indirect Costs	xxxxxxxxxxxxxxxxx	0.00
Total Administrative Expense	0.00	0.00
GRAND TOTAL	0.00	0.00

AREA AGENCY: TOOELE COUNTY

AREA PLAN BUDGET
01-JUL-2011 to 30-JUN-2012

REVENUE

FUNCTIONAL COST CENTERS

SERVICE CODE	ALM In-Home/Alternatives Administration	ALM In-Home/Alternatives Case Management	ALM In-Home/Alternatives Services	Total
SOURCE OF FUND				
State In-Home/Alternatives	8,431.00	2,432.00	60,560.00	71,423.00
Alternatives - SSBG	4,011.00	4,813.00	17,915.00	26,739.00
State Service	0.00	0.00	0.00	0.00
TOTAL REIMBURSABLE	12,442.00	7,245.00	78,475.00	98,162.00
Fees/Collections ESTIMATE	0.00	0.00	6,500.00	6,500.00
GRAND TOTAL	12,442.00	7,245.00	84,975.00	104,662.00

LINE ITEM COST CATEGORIES

SERVICE CODE	ALM In-Home/Alternatives Program	Total
PROGRAM EXPENSE		
Total Personnel and Fringe	92,220.00	92,220.00
Operating Costs	0.00	0.00
Subcontracts	0.00	0.00
Total Program Expense	92,220.00	92,220.00
CAPITAL EXPENSE	0.00	0.00
ADMINISTRATIVE EXPENSE		
Total Personnel and Fringe	12,442.00	12,442.00
Operating Costs	0.00	0.00
Indirect Costs	0.00	0.00
Total Administrative Expense	12,442.00	12,442.00
GRAND TOTAL	104,662.00	104,662.00

AREA AGENCY: TOOELE COUNTY

AREA PLAN BUDGET
01-JUL-2011 to 30-JUN-2012

REVENUE

FUNCTIONAL COST CENTERS

SERVICE CODE	RST Respite Administration	RST Respite Case Management	RST Respite Services	Total
SOURCE OF FUND				
State Respite Prog.	1,054.00	703.00	5,271.00	7,028.00
Title III E NFCSP	2,982.00	2,859.00	15,520.00	21,361.00
TOTAL REIMBURSABLE	4,036.00	3,562.00	20,791.00	28,389.00
Fees/Collections ESTIMATE	0.00	0.00	2,000.00	2,000.00
GRAND TOTAL	4,036.00	3,562.00	22,791.00	30,389.00

LINE ITEM COST CATEGORIES

SERVICE CODE	RST Respite Program	Total
PROGRAM EXPENSE		
Total Personnel and Fringe	10,795.00	10,795.00
Operating Costs	19,594.00	19,594.00
Subcontracts	0.00	0.00
Total Program Expense	30,389.00	30,389.00
CAPITAL OUTLAY	0.00	0.00
ADMINISTRATIVE EXPENSE		
Total Personnel and Fringe	0.00	0.00
Operating Costs	0.00	0.00
Indirect Costs	0.00	0.00
Total Admininistrative Expense	0.00	0.00
GRAND TOTAL	30,389.00	30,389.00

AREA AGENCY: TOOELE COUNTY

AREA PLAN BUDGET
01-JUL-2011 to 30-JUN-2012

REVENUE

FUNCTIONAL COST CENTERS

SERVICE CODE	HIC Health Insurance Counseling	Total
SOURCE OF FUND		
Hlth Ins Counseling	11,000.00	11,000.00
TOTAL REIMBURSABLE	11,000.00	11,000.00
Local Public	0.00	0.00
GRAND TOTAL	11,000.00	11,000.00

LINE ITEM COST CATEGORIES

SERVICE CODE	HIC Health Insurance Counseling	Total
PROGRAM EXPENSE		
Total Personnel and Fringe	6,500.00	6,500.00
Operating Costs	4,500.00	4,500.00
Subcontracts	0.00	0.00
Total Program Expense	11,000.00	11,000.00
CAPITAL OUTLAY	0.00	0.00
ADMINISTRATIVE EXPENSE		
Total Personnel and Fringe	0.00	0.00
Operating Costs	0.00	0.00
Indirect Costs	0.00	0.00
Total Admininistrative Expense	0.00	0.00
GRAND TOTAL	11,000.00	11,000.00

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AREA AGENCY: TOOELE COUNTY

AREA PLAN BUDGET
0

REVENUE

FUNCTIONAL COST CENTERS

SERVICE CODE	SMP Senior Medicare Patrol	Total
SOURCE OF FUND		
Senior Medicare Patrol	500.00	500.00
TOTAL REIMBURSABLE	500.00	500.00
Local Public	0.00	0.00
GRAND TOTAL	500.00	500.00

LINE ITEM COST CATEGORIES

SERVICE CODE	SMP Senior Medicare Patrol	Total
PROGRAM EXPENSE		
Total Personnel and Fringe	459.00	459.00
Operating Costs	41.00	41.00
Subcontracts	0.00	0.00
Total Program Expense	500.00	500.00
CAPITAL OUTLAY	0.00	0.00
ADMINISTRATIVE EXPENSE		
Total Personnel and Fringe	0.00	0.00
Operating Costs	0.00	0.00
Indirect Costs	0.00	0.00
Total Admininistrative Expense	0.00	0.00
GRAND TOTAL	500.00	500.00